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ABSTRACT

The collective bargaining agreement between the San Joaquin Delta Community College District Board of Trustees and the San Joaquin Delta College Teachers Association/California Teachers Association/National Education Association is presented. This contract, covering the period from July 1987 through June 1990, deals with the following topics: bargaining agent recognition; definition of terms; negotiation procedures; non-discrimination; bargaining agent rights; professional dues or fees and payroll deductions; dispute settlement procedures; leaves of absence; employee benefits; working conditions; personnel files; college calendar; holidays; transfers; evaluation of faculty; workload; salaries; hourly compensation; extra duty compensation; substituting; travel; reduced service partial retirement plans; unit stability; maintenance of benefits; statutory changes; miscellaneous conditions; public charges; rights and responsibilities; and savings clause. Appendixes provide the salary schedules; travel and mileage information; the college calendar; extra duty compensation guidelines; evaluation criteria; grievance and affirmative action appeal forms; a health care cost computation table; and Cobra health care information. (PAA)

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MASTER CONTRACT

San Joaquin Delta College
Teachers Association/CTA/NEA

San Joaquin Delta Community
College District

July 1987-June 1990

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ARTICLE I

AGREEMENT

1. The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Board of Trustees of the San Joaquin Delta Community College District ("District") and the San Joaquin Delta College Teachers Association/CTA/NEA ("Association"), an employee organization.

2. This Agreement is entered into pursuant to Chapter 10.7 (commencing with Section 3540), of Division 4 of Title 1 of the Government Code ("Act").

3. This Agreement shall remain in full force and effect from October 20, 1987 through June 30, 1990. For the years, 1988-89, 1989-90 the parties may open the salary schedules - Appendix A.

4. If the contract is reopened for 1988-89, growth of Average Daily Attendance (ADA) for 1987-88 will be considered in negotiating any salary adjustment. The salary adjustment in this contract includes the allowed growth dollars for 1987-88. The faculty will participate and share the responsibility in achieving this allowed growth.

5. Any item negotiated and agreed to by both the District and the Association shall become a part of this Agreement.

ARTICLE II

RECOGNITION

1. The District recognizes the Association as the exclusive representative of all certificated full-time and part-time employees (except those employed for less than three (3) semesters in any 6-year period) of the District, including librarians and counselors, excluding management, confidential and supervisory employees as defined in the Act, for the purposes of meeting and negotiating.

ARTICLE III

DEFINITIONS

1. "Academic year" means that period between the first duty day of a fall semester and the last duty day of the following spring semester.

2. "Agreement" refers to a statement of understanding and intention between two or more parties with respect to the effect upon their relative rights and duties, of certain past or future fact or performances.

3. "Assignment" or "Same Assignment" means subject areas taught or regular duties performed as certificated employees.

4. "College Day" is defined as 7:30 a.m. - 10:00 p.m. This definition is intended to describe the operation of the college, rather than assignment responsibility of the faculty, which would continued as per current practice.

5. "Consultation" refers to meetings, after proper notification, between designated management and association representatives to weigh the arguments for and against a proposed course of action, with the intent of such meetings to be to reach agreement on the issues.

6. "Contract Employee" means a probationary employee as defined in Education Code, Section 87602.

7. "Daily rate of pay" means the annual contract salary divided by the total number of days.

8. "Day College" means all college classes and assignments which fall between the hours of 7:30 a.m. to 4:30 p.m. on Monday through Friday.

9. "Days" means college days during which students are required to be in attendance.

10. "Duty days" means the total required work days as specified in the employee's contract.

11. "Extended Day College" means all college classes and assignments not included in Day College including, but not limited to, evening, weekend and summer session.

12. "Faculty" refers to all employees who are included in the appropriate unit as defined in Article II and therefore covered by the terms and provisions of this Agreement.

13. "Faculty member" refers to any individual employee who is included in the appropriate unit as defined in Article II and therefore covered by the terms and provisions of this Agreement.

14. "Hourly Employee" refers to a temporary certificated employee whose compensation basis is hourly rather than annual.

15. "Management" means the President and Superintendent, Vice President, deans, division chairpersons, directors, and other employees designated management by the District.

16. "Meeting" means a coming together of persons with the purpose of discussing and acting upon some matter or matters in which they have common interest, and after the interested parties have had proper notification.

17. "Negotiable items" means faculty salaries, hours, terms and conditions of employment, employee benefits, leave and transfer policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, procedures for processing grievances, consultation on the definition of educational objectives, on the determination of content of courses and curriculum, and on the selection of textbooks to the extent such matters are within the discretion of the District, and consultation on other matters which are of mutual concern as determined by the District.

18. "Negotiate in good faith" means a serious and honest effort on the part of each party to reach agreement, including, but not limited to, the duty on the part of each party to provide the other with all information, records, data, worksheets and budgetary materials which may be relevant to the negotiation of negotiable items, and also the duty to meet and negotiate as provided by Section 3543.7 of the Government Code.

19. "Notification" means to inform in writing the party entitled to receive information regarding an action that will affect any item contained in this contract requiring mutual consultation and/or agreement between management and the association or bargaining unit members.

20. "Forum classes" will normally be of two basic plans:

    a. Lecture - In this type of presentation, instruction will be given primarily by lecture, audio-visual aids and student hand-out materials, in conjunction with a standard textbook. Supplementary materials such as tapes may be available to the student.

    b. Lecture-Seminar - Same as above except that the instruction is such as to be improved by a certain amount of group discussion. Twenty-five (25) students will be assigned to each seminar.

21. "Regular Employee" means a certificated employee who has acquired permanent status with the District.

ARTICLE IV

NEGOTIATION PROCEDURES

1. Not later than March 1 of the calendar year in which this Agreement expires, the District and the Association shall meet and negotiate in good faith. Any agreement reached between the parties shall be stated in writing and signed by them.

2. Upon agreement of the negotiating teams to the terms of this Agreement, it shall be submitted to the Governing Board of the District at the next scheduled Board meeting or a special meeting called for that purpose and to the membership of the Association for approval.

3. Either party may utilize the services of outside consultants to assist in the negotiations.

4. Negotiations shall take place at mutually agreeable times and places.

5. The District and the Association may discharge their respective duties by means of authorized officers, individuals, representatives or committees.

6. Members of the Association's negotiation team shall receive reasonable released time without loss of compensation to participate in negotiations and impasse proceedings. Substitutes will be provided when required.

7. The Association shall have the right to receive budget or financial material approved by the Governing Board of the District and such other information, including the Policy and Procedures Manual that is necessary for the Association to fulfill its role as the exclusive bargaining representative.

8. The District and the Association shall meet to negotiate any proposed changes in the Policies and Procedures Manual which modify or conflict with any provision of this Agreement.

ARTICLE V

NON-DISCRIMINATION

1. The District shall not discriminate against a faculty member or prospective faculty member with respect to employment, either directly or indirectly, on the basis of such matters as race, religious creed, color, ancestry, age, sex, national origin, marital status, physical handicap, medical condition (Labor Code 1411,, membership or activity in the Association (Government Code 3543.5 (a); 3543.6 (b)), political affiliation, domicile, or concurrent employment by the District of members of the same family. The District shall not discriminate, either directly or indirectly, against any full-time or part-time faculty member or prospective faculty member with respect to hours, wages, terms or conditions of employment or application of the provisions of the Agreement or Board Policies.

ARTICLE VI

ASSOCIATION RIGHTS

1. The Association and its duly authorized campus representatives shall have use, on a cost covering basis, subject to the same charges as those made to divisions and departments, of college equipment and building facilities at all reasonable times, which shall include evening and weekend hours. Such equipment shall include, but shall not be limited to, typewriters, duplicating equipment, calculating machines, data processing services to include mailing labels as regularly needed, and salary printouts and extra duty salary printouts, audiovisual equipment when such equipment is not otherwise in use, and reasonable use of the Instructional Materials Center.

2. The District shall make adequate bulletin board space available for Association use in each building housing faculty members, in the faculty dining area, and near the central mailboxes.

3. The Association and its campus representatives shall have the right to use the college mail distribution service.

4. Duly authorized Association representatives shall be free to conduct official Association business, including grievance representation activities, on campus property as necessary.

5. The bargaining unit members shall be granted "reasonable periods of released time without loss of compensation when meeting and negotiating and for the processing of grievances," as defined in The Educational Employment Relations Act.

6. The bargaining unit members have the option to purchase all or part of the assignment of both the Association president, the negotiating team chairperson, and others for the purpose of carrying out Association business relative to this Agreement.

7. A campus faculty parking identification sticker shall be provided at no cost to the Association for its designated CTA/NEA state or national staff representatives if one is required for preferred parking.

8. Names, principal division assignment, home addresses and telephone numbers of all full-time and part-time faculty members shall be provided upon request to the Association no later than 30 days from the first day of each recognized semester or summer session, unless the unit member objects to the release of this information.

9. (a) The Association may consult with the District on proposed changes to:

   (1) The definition of educational objectives,

   (2) The determination of the content of courses and curriculum,

   (3) The selection of textbooks, and

   (4) The use of electronic and technological teaching devices if the use impacts on working conditions.

   (b) Such consultation shall occur during the decision making process at a time that will allow the Association input into the eventual District decision.

ARTICLE VII

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

1. Any faculty member who is a member of the Association, or who has applied for membership may sign and deliver to the college administration an assignment authorizing deduction of unified SJDCTA/CTA/NEA dues or assessments in the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the faculty member each month for ten months. Deductions for faculty members who sign such authorization after the commencement of the academic year shall be appropriately prorated to complete payments by the end of the period for which the faculty member was contractually employed during the current academic year.

2. With respect to all sums for membership dues deducted by the District pursuant to authorization of the employee, the District agrees promptly to remit such moneys to the Association's designee, accompanied by an alphabetical list of faculty members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

3. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

4. Upon appropriate written authorization from the faculty member, the District shall deduct from the salary of any faculty member and make appropriate remittance for plans or programs as approved by the Association.

5. The Association shall have the right to assess and authorize payroll deductions in an amount necessary to cover the purchase of all or part of the assignment of the Association president, negotiating chairperson, and others. This stipulation in no way shall effect the fringe or other benefits or retirement contributions of the person(s) affected by this provision. Funds left over at the end of a fiscal year shall be carried forward to the following year as provided hereinabove or, if no funds are required in the following year, the balance shall be apportioned back to the members of the bargaining unit.

ARTICLE VIII

DISPUTE SETTLEMENT PROCEDURES

1. Grievances

   (a) Definitions

      (1) A "grievance" is a claim by an aggrieved person that there has been a violation, misapplication or misinterpretation of any of the provisions of this Agreement or of any law, Board policy, regulation or practice.

      (2) An "aggrieved person" is the person or persons, including the Association or representatives thereof, making the claim.

      (3) A "party in interest" is any person who might be required to resolve the claim.

(b) Purpose and Scope

(1) A grievance shall mean that there has been an alleged misinterpretation, misapplication or a violation of terms and conditions of employment such as matters relating to wages, hours of employment, health and welfare benefits, leave and transfer policies, safety conditions of employment, class load, or procedures to be used for the evaluation of employees, as contained in negotiated agreements or Board policy or administrative procedures.

(2) The failure of the faculty member to act on any grievance within the prescribed time limits will act as a bar to any further appeal. A manager's failure to give a decision within the time limits shall permit the employee to proceed to the next step. The time limits, however, may be extended by mutual agreement.

(3) An investigation or other handling or processing of any grievance shall be conducted so as to result in minimal interference with, or interruption of, the instructional program and related work activities.

(c) Procedures

(1) First Step - An attempt shall be made to resolve any grievance in informal verbal discussion between the faculty member and the manager.

(2) Second Step - If the grievance cannot be resolved informally, the faculty member shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the appropriate manager. The written grievance shall state the nature of the grievance, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within twenty (20) days from the date of the occurrence of the event giving rise to the grievance. The manager shall make a decision on the grievance and communicate it in writing to the employee within ten (10) days after receipt of the grievance.

(3) Third Step - In the event the grievance has not been satisfactorily resolved at the second step, the faculty member shall file, within ten (10) days of the manager's written decision at the second step a copy of the grievance with the Vice President/Assistant Superintendent. Within ten (10) days after such written grievance is filed, the faculty member and the Vice President/Assistant Superintendent, shall meet to resolve the grievance. The Vice President/Assistant Superintendent, shall file an answer within ten (10) days of the third step grievance meeting and communicate it in writing to the employee and the manager.

(4) Fourth Step - In the event that the grievance has not been satisfactorily resolved at the third step, the faculty member shall file, within thirty (30) days of the written decision of the Vice President/Assistant Superintendent, a request with the Vice President/Assistant Superintendent, to proceed to the fourth step--a hearing before a Hearing Officer.

The Hearing Officer will be selected as follows:

(a) With the concurrence of the faculty member, the President and Superintendent may either serve as the Hearing Officer or designate another person who need not be an employee of the District to serve.

(b) If the employee and the President and Superintendent are unable to agree on a Hearing Officer within the five (5) day period from the third step appeal, then the employee may request an Arbitrator chosen from a list of seven (7) names requested jointly by the President and Superintendent and the faculty member from the American Arbitration Association. The faculty member shall strike from the list the name of one candidate; then the President and Superintendent shall strike the name of one candidate; the names will be stricken in this manner until the name of one candidate remains, who shall be the Hearing Officer.

The Hearing Officer shall conduct a hearing within either ten (10) days of the receipt of the written appeal of the third step decision or ten (10) days of agreement on the Hearing Officer. The Hearing Officer shall notify the President and Superintendent of his/her advisory decision within ten (10) days of such hearing. Within ten (10) days of the receipt of this written advisory decision by the President and Superintendent, the President and Superintendent will render a final written decision setting forth the reasons for such decision. This decision shall be final insofar as this administrative procedure is concerned.

(5) Optional Fourth Step - At the option of the faculty member, instead of the Fourth Step above, the decision at the Third Step may be appealed directly to the Board of Trustees. Such appeal shall be requested within thirty (30) days from receipt of the third step answer. A hearing shall be scheduled by the Board of Trustees at its earliest convenience. Thereafter, the final decision shall be made by the Board of Trustees in a timely manner.

2. Affirmative Action Appeal

(a) There shall be a sincere effort on the part of involved parties to settle complaints promptly through the steps listed below. Charges of alleged unlawful discrimination shall be filed under this policy and procedure as soon as possible. Under no circumstances will a charge be accepted that was not filed within 120 days of the alleged unlawful discrimination.

(b) Representation - The employee, student, or applicant shall be entitled to representation of his or her choice at all complaint meetings beyond Step 1. The complainant shall notify the Director of Affirmative Action in writing of the name and title of the representative at least two hours prior to the meeting.

(c) Procedures

(1) First Step - An attempt shall be made to resolve complaints of alleged unlawful discrimination through verbal discussion between the involved parties.

(2) Second Step - If the complaint is not resolved in Step 1, through informal discussion within one hundred twenty (120) days from the date of the alleged unlawful discrimination, the complaint will be put in writing (using the attached form in Appendix G) by the complainant, fully stating the facts surrounding the complaint (Section 59328, Title 5). The indicated form must be filled out completely, signed, dated, and submitted to the Director of Affirmative Action. It shall be the responsibility of the Director of Affirmative Action to submit the form to the Chancellor's Office immediately. The Director of Affirmative Action will call all parties together to hear both sides of the issue, clarify questions and attempt to resolve the issue. The Director of Affirmative Action shall make a decision on the complaint and communicate it in writing to the complainant within twenty (20) days after receipt of the written complaint.

(3) Third Step - In the event that the complaint has not been satisfactorily resolved, the complainant shall file, within five (5) working days of receipt of the written decision of the Director of Affirmative Action a request to proceed to the third step--a hearing before a Hearing Officer. The President and Superintendent may either serve as the Hearing Officer or designate another person who need not be an employee of the District to serve.

The Hearing Officer shall conduct a hearing within ten (10) working days of the receipt of the written appeal of the third step decision. Within five (5) working days of the hearing, the President and Superintendent will render a final written decision setting forth the reasons for such decision.

(4) Fourth Step - In the event that the appeal has not been satisfactorily resolved at the third step, the employee may file, within five (5) working days of the written decision of the President and Superintendent, a request with the President and Superintendent to proceed to the fourth step, a review by the Board of Trustees. The Board of Trustees will not rehear the complaint but will base its decision on a review of the written evidence. The Board may accept, reject, or modify the President's decision as the Board deems appropriate. Final decision will be communicated to the complainant on the prescribed form provided by the Chancellor of the California Community College, within ten (10) working days.

Upon receipt of the Board's final decision, if the complainant is not satisfied with the resolution, he/she may submit written objections to the resolution to the Chancellor of the California Community Colleges. Such objections must be submitted within thirty (30) calendar days. (Section 59338) If the Chancellor finds "probable cause" to support a finding of unlawful discrimination, an Administrative Hearing will be held.

(d) Final Disposition of A.B. 803 Charge

Upon sending the notice pursuant to Section 59338 and within ninety days of initiating the investigation required by Section 59334, the District will forward the following to the Chancellor:

(a) The original complaint;
(b) Report of the nature and extent of the investigation conducted by the District;
(c) Report of any action taken to resolve the complaint;
(d) Evidence that the district has complied with the Requirements of Section 59338;
(e) Such other information as the Chancellor may require. (Per Section 59340)

(e) Effect of Settlement

Any settlement of this discrimination complaint policy and procedure shall be applicable to this complaint procedure only, and shall not be binding authority for the disposition of any matter. Resolution of complaints at any step in the procedure must be signed by the complainant, appropriate District official and President and Superintendent to be considered resolved.

(f) Non-Retaliation Policy

The San Joaquin Delta Community College Board of Trustees commits the District to ensure that students, applicants, and employees are not adversely affected for having brought forward a charge of discrimination, testified, assisted, or participated in any manner in an investigation proceeding or hearing relative to unlawful discrimination complaints. Violations of this policy by an employee are causes for disciplinary action, up to and including termination.

(g) Time Constraints

The number of working days indicated at each step herein should be considered a maximum, and effort must be made to expedite the process. If the District fails to respond to the complaint in a timely manner at any step, the complainant may proceed to the next step. Complainant's failure to appeal in writing the decision rendered at any step in the procedure within the specified time period will constitute acceptance of the decision rendered. Time limits may be extended by mutual written consent or due to unusual circumstances. However, time limit extensions must be approved by Director of Affirmative Action, who will ensure compliance with mandated time limits.

(h) A log showing all complaints and their resolutions will be maintained by the college district for a three year period. Forms for filing a discrimination complaint will also be maintained by the college district, and must be made available to persons who feel they have been discriminated against unlawfully. It is the responsibility of the Director of Affirmative Action to maintain the discrimination complaint log as well as all copies of complaints and resolutions.

ARTICLE IX

LEAVES

1. The benefits provided faculty members by Sections 87763 through 87788 and 87700 and 87701 of the Education Code are incorporated into this agreement except as supplemented in this Article. Hourly faculty are entitled only to sick leave as enumerated in this Article, and such other leaves as are provided by law.

2. Sick Leave - Full-time regular and contract faculty members will be entitled to ten (10) days of paid sick leave each academic year (Education Code, Section 87781). Part-time regular and contract faculty members will receive a portion of the ten (10) days based upon the portion of full-time service. Hourly instructors will be entitled to prorate sick leave.

(a) Unused sick leave will accrue from school year to school year.

(b) At the beginning of each school year every faculty member will receive a sick leave allotment credit, equal to the entitlement for the school year. A faculty member may use this credited sick leave at any time during the school year.

(c) At the beginning of each school year the District will provide every member with a written statement of (1) the accrued sick leave total for regular or contract employees; (2) the sick leave entitlement for the school year for regular or contract employees; (3) the accrued sick leave for hourly employees. The accrued sick leave total for hourly employees is limited to the period served since the fall semester of the 1970-71 school year.

(d) Faculty teaching during the summer session may utilize any hourly sick leave accumulated during the regular school year.

3. Maternity Leave - Maternity leave shall be granted to faculty members on the same basis as other sick leave provisions. This benefit shall be granted for as long as the faculty member, in the opinion of her physician, is medically unable to return to duty.

4. Supplemental Sick Leave - If a faculty member has utilized all individual accumulated sick leave and is still absent from duty on account of illness or accident for a period of five school months or less, then the amount of salary deduction in any month shall not exceed the sum which was actually paid a substitute or 50% of the salary due during the period of absence, whichever is the lesser amount. The five months or less period during which the above deductions occur include all other paid sick leave provisions for which the faculty member is eligible.

5. Leave for Industrial Accident or Illness - All District faculty members who are eligible for Workers' Compensation benefits will be provided with industrial accident and illness leave according to the following provisions: (Education Code 87787)

(a) The accident or illness must have arisen out of and in the course of the employment of the faculty member and must be accepted by the State Compensation Insurance Fund as a bona fide injury or illness.

(b) Allowable leave for each industrial accident or illness shall not exceed 60 days, during which the college is in session or when the faculty member would otherwise have been performing work for the District in any one fiscal year.

(c) Allowable leave will not be accumulated from year to year.

(d) When an industrial accident or illness leave overlaps into the next fiscal year, the faculty member shall be entitled to only the amount of unused leave due for the same illness or injury.

(e) The leave under these rules and regulations will commence on the first day of absence.

(f) Payment for wages lost shall not, when added to an award granted the faculty member under the Workers' Compensation laws of this State, exceed the normal wage for the day.

(g) Industrial accident or illness leave will be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

(h) During any paid leave of absence, the faculty member will endorse to the District the temporary disability indemnity checks received on account of his industrial accident or illness. The District, in turn, will issue the faculty member appropriate salary warrants for payment of the faculty member's salary and will deduct normal retirement (on the full salary) and other authorized contributions.

(i) Upon termination of the industrial accident or illness leave, the faculty member will be entitled to the benefits provided for sick leave (Education Code 87781) and absence for such purpose will be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the faculty member continues to receive temporary disability indemnity, he may elect to draw on accumulated sick leave to provide (with temporary disability indemnity payments) total income not to exceed normal full wages.

(j) The Governing Board may provide for such additional leave of absence for industrial leave as it deems appropriate.

(k) Periods of leave of absence under this provision shall not be considered to be a break in service of the faculty member.

(l) Any faculty member receiving Worker's compensation benefits shall remain within the State of California during periods of illness or injury unless otherwise authorized by the Governing Board.

6. Personal Necessity Leave

(a) The faculty member requiring a leave under this section shall verify by submitting a signed Certificated Personnel Absence Report that leave will be taken for one of the reasons listed as permissible under this section. Whenever possible, advance notification of any personal necessity permitting leave under this section shall be given. Prior permission shall not be required for leaves taken under sections (b) (1) or (b) (2).

(b) A faculty member may elect to use not more than six (6) days of accumulated sick leave benefits in a school year in the following cases of personal necessity:

(1) Death of member of the faculty member's immediate family. According to Education Code 87788, immediate family is defined as mother, father, grandmother, grandfather, or grandchild of the faculty member or of the spouse of the faculty member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the faculty member, or any relative living in the immediate household of the faculty member.

(2) Accident involving the faculty member's person or property, or the person or property of a member of the faculty member's immediate family, as defined above, of such an emergency nature that the immediate presence of the faculty member is required during a work day.

(3) Appearance in court as litigant, or as a witness under an official order.

(4) Serious or critical illness of a member of the immediate family, as defined above, calling for services of a physician and of such an emergency nature that the immediate presence of the family member is required during a work day.

(5) Death of a member of the family not considered immediate family, e.g., aunt, uncle, brother-in-law or sister-in-law.

(6) When events of compelling personal importance (Section 87781.5) occur which require the immediate attention of the faculty member during assigned hours of service and the circumstances cannot be reasonably disregarded, leave up to a maximum of three (3) days may be granted, which three (3) days are within the six (6) days authorized by Section 87784 of the Education Code in any school year for all cases of personal necessity listed in paragraphs (1) through (5) above, or:

   (a) To males when wife gives birth to a baby.

   (b) To take any advance educational degree examination.

   (c) To get married.

   (d) To attend marriage of son or daughter.

   (e) To attend college graduation for spouse, son, or daughter.

(f) To appear before a governmental agency when compelled to do so by the agency for purposes directly related to the faculty member. This provision shall not be construed to authorize leave for purposes of providing services to such an agency, whether for compensation or otherwise, nor shall this provision be deemed to authorize leave for the purpose of seeking membership in or employment with such governmental agency.

(7) In a situation which makes it impossible for a faculty member to get to the work location due to a natural disaster as declared by the President and Superintendent, the faculty member may use up to three (3) days personal necessity leave for this purpose.

(c) One day per year, of the existing allowed days for compelling personal importance, may be used for Personal Necessity as determined by the employee.

(d) Leaves not qualifying under provisions for Personal Necessity Leave may be considered under Paragraph 11, Leave of Absence.

7. Bereavement Leave - Every faculty member shall be entitled to three (3) days of paid leave of absence, or five (5) days if out-of-state travel is required, for each occurrence on account of the death of any member of the immediate family. This leave shall not be deducted from sick leave.

8. Jury Leave - A faculty member shall be entitled to as many days of paid leave as are necessary for appearances in any mandatory legal proceeding, including jury duty. This leave will not be deducted from any accumulated leave.

9. Sabbatical Leave - The governing board of a community college district may grant any regular employee of the district employed in a position requiring certification qualifications, a leave of absence not to exceed one year for the purpose of permitting study or travel by the employee which will benefit the college and students of the district.

(a) Sabbatical leaves may be granted for a full year or for one semester for regular faculty who have rendered at least six (6) consecutive years of service to the District. A one semester leave shall constitute a complete sabbatical.

(b) The number of faculty on a full year or semester leave during any one year shall be limited to three percent (3%) of the regular and contract faculty employed by the District.

(c) Granting of sabbatical leave is to permit the faculty member an opportunity to pursue a planned and definite project of study, travel or research, or a combination of these, which will have a substantial benefit to the District and its students.

(d) The District shall provide the Association with twenty-five (25) copies of Sabbatical Leave Application forms no later than September 1 of each year.

(e) The formal application requesting sabbatical leave for the fall or spring semester, or both, will be submitted to the Salary Administration Committee on or before November 1 of the school year prior to the year for which leave is being requested.

(f) The Salary Administration Committee will submit its decision either to recommend or not to recommend the application to the Vice President and Assistant Superintendent. Applicants will be notified within 7 days of the Committee's decision. The Vice President and Assistant Superintendent will review the recommendations and submit a decision either to recommend or not recommend to the President and Superintendent by December 1. Applicants will be notified within 7 days of the decision. The President/Superintendent will notify the applicant within 24 hours of the Board's action. Within thirty days after the Board action, those applicants who were rejected for sabbatical leave will be given, in writing, the specific reasons for rejection.

(g) A faculty member who is on sabbatical leave will be paid full salary by the District for a semester's leave and at a level of sixty-two and one-half percent (62 1/2%) of salary for a full year's leave. There shall be no reduction in employee benefits during the term of a faculty member's sabbatical leave.

(h) The District and a faculty member who is to go on sabbatical leave shall develop a payment schedule which is acceptable to both, at least thirty (30) days before the sabbatical leave is scheduled to commence.

10. In-Service Leave - A faculty member may apply for in-service leave, using the normal procedure for submitting a Certificated Travel If the request is granted, the paid leave shall not exceed three days for each school year. All expenses for in-service leave will be paid at the rate listed in the Travel and Mileage Reimbursement Bulletin and will be charged to the appropriate travel budget.

11. Leave of Absence - The Board of Trustees may grant a leave of absence to any permanent certificated employee for a purpose other than those listed in this Agreement or the Policy Manual if such leave meets with the approval of said Board.

12. Miscellaneous - Unless otherwise provided in this Article, a faculty member on paid leave of absence shall be entitled to (a) a return to the same assignment held immediately before commencement of the leave; (b) receive credit for annual salary increments provided during the leave; and (c) receive during the leave all other employee benefits, to the extent not expressly prohibited by law. A faculty member on unpaid leave shall be entitled to return to the assignment, unless mutually agreed to by both parties, held immediately before commencement of the leave. The faculty member shall be entitled to all other employee benefits granted faculty members on paid leave, through the payment of appropriate premiums and other charges on a payment schedule acceptable to the faculty member and the District.

ARTICLE X

EMPLOYEE BENEFITS

1. Eligibility

   (a) The District shall provide all faculty members employed for not less than sixty-five percent (65%) of the hours per week constituting a full-time assignment, those retirees who have qualified for benefits pursuant to Paragraph 7 of this Article, or pursuant to Article XXIII, and their dependents benefits under the following type of plans, of the same level specified in the individual agreements with each respective carrier as of June 30, 1987.

      (1) Health Insurance and Prescription Drug Plan Coverage

      (2) Dental Insurance

      (3) Life Insurance

      (4) Vision Care Plan

      (5) Long-Term Disability Plan

   (b) The District will meet and consult with the Association regarding any contemplated change in carrier or coverage.

   (c) For purposes of this Article, faculty members employed on a half-time basis pursuant to the provisions of Article XXIII of this Agreement shall be deemed to be full-time certificated employees.

(d) For purposes of this Article, faculty members employed before July 1, 1980 for more than 50 percent of a full-time assignment, but less than 65 percent, will be eligible for employee benefits as in (a) above, provided that such members continue to be employed for more than 50 percent of a full-time assignment.

2. Tax Sheltered Annuities

Faculty members may participate in the tax sheltered annuity of their choice, with the District providing payroll deductions for this purpose.

3. Voluntary Payroll Deductions

Deductions will be made from salary upon request by the faculty member for the District approved purposes.

4. Medical Examinations and Tests

All medical examinations and tests requested by the District shall be paid for by the District.

5. Duration of Benefits

(a) The benefits provided in this Article shall remain in effect without interruption during the term of this Agreement.

(b) If a faculty member desires insurance coverage to continue during periods of unpaid leaves of absence from the District, the faculty member will be required to pay the premiums on insurance benefits monthly in advance. Unpaid leaves are to be considered interruption - not a break in service. The period required for eligibility under this section for benefits upon retirement would be extended beyond the twenty years, twelve years, ten years, or seven years, whichever period is applicable, by the length of the unpaid leave.

(c) COBRA continued health plan coverage will be provided in accordance with the provisions listed in Appendix J.

(d) A year of service will be that period determined by the State Teachers' Retirement System or Public Employees' Retirement System as constituting a year.

(e) The cost to bargaining unit members of benefits for 1987-88, 1988-89 and 1989-90 shall be determined as follows:

1. District will commit 6% of actual expenditure for health care as set forth in Section 1(a).

2. For each year starting with 1986-87 the actual percent of health care expenditure (for active employees) as set forth in section 1(a) will be computed and compared against the base of 6%. If the actual percent for that year is greater than the base, employees will be responsible for their equal share of the incremental increase to be collected by automatic payroll deduction commencing in September of the following year. If the actual percent for that respective year is less than the base, a credit representing the exact amount below the base will be accrued for future application toward the employees portion of health care costs.

3. Computation of credits or payroll deductions required by this section shall be made in accord with the definitions and formula set forth in Appendix I.

6. Surviving Spouses

The employment benefits as stated below will be granted the surviving spouses of retired faculty members who have qualified for the continuation of such employment benefits upon retirement at cost to the surviving spouse provided that the surviving spouse notifies the District within a 30-day period after the death of the retired faculty member of election to continue the coverage.

(a) Health Insurance and Prescription Drug Plan Coverage

(b) Dental Insurance

(c) Vision Care Plan

7. Continuation of Benefits Upon Retirement

(a) The employment benefits listed in Paragraph 1 shall be granted to retired faculty members provided that such retirees have satisfied the appropriate qualification period of consecutive years of service provided that such retirees were eligible to receive such benefits throughout the prescribed qualification period.

(b) For persons who commenced employment with the District in a position requiring certification qualifications on or after November 25, 1975, but before January 1, 1985, such persons shall be eligible to receive benefits as a retiree provided that they served in a certificated position for twelve or more consecutive school years immediately preceding their retirement under either the State Teachers' Retirement System or the State Public Employees' Retirement System. Individuals qualifying under the ten and seven-year previous requirement as described November 25, 1975 will be deemed to have met the twelve-year qualification.

(c) For persons who commenced employment with the District in a position requiring certification qualifications on or after January 1, 1985, such persons shall be eligible to receive benefits as a retiree provided that they served in a certificated position for twenty or more consecutive school years immediately preceding their retirement under either the State Teachers' Retirement System or the State Public Employees' Retirement System.

(d) For persons who commenced employment with the District in a position requiring certification qualifications on or after October 20, 1987, such persons will be eligible to receive retiree fringe benefits after 22 or more consecutive school years immediately preceding their retirement under either the State Teachers' Retirement System or the State Public Employees' Retirement System.

(e) Retirees upon retirement shall contribute to the District through advance monthly payment that sum which the retiree was contributing through payroll deduction during the last year of active employment. If the retiree fails to make said payment for more than three months, the District may cancel the insurance coverage.

ARTICLE XI

WORKING CONDITIONS

1. Upon appointment, and during every year of employment thereafter, each contract or regular faculty member shall be provided with an individual office. Said office shall be properly maintained, lighted, ventilated, and heated or cooled, as applicable, at all times, and shall be equipped at least with the following, all of which shall be maintained in working order at all times:

   (a) A lockable door

   (b) One (1) desk with one (1) lockable drawer

   (c) One (1) appropriate desk chair

   (d) Two (2) suitable chairs for visitors

   (e) One (1) lockable filing cabinet

   (f) Adequate shelving for books and necessary table space as determined by the faculty member

2. Each faculty member shall be provided with keys to individual offices and appropriate keys to the Center in which the office is located.

3. Conference rooms for faculty use will be available for meetings and conferences. Use of such rooms shall be approved by the proper authority.

4. The District shall strive to maintain adequate and equitable clerical assistance for faculty members. This staff is to be located in each appropriate divisional, instructional and service center office.

5. Faculty members' participation in, or attendance at, all college-sponsored functions and activities shall be voluntary.

6. Required protective attire will be provided and maintained by the District.

7. All faculty members and members of their immediate families and retired faculty members shall be provided free tickets to all District athletic events and other activities to which student activity tickets normally apply.

8. (a) Reserved parking adjacent to centers will be provided for those staff members who can demonstrate to the Salary Administration Committee that their assignment is such that they require special parking provisions. The Salary Administration Committee will notify all applicants in writing whether their request has been approved or rejected. In addition, the Salary Administration Committee will publish each year a report listing staff members given reserved parking and the reasons for granting such privileges.

   (b) For contract and regular faculty members, the parking fee may be paid directly or by payroll deduction. The option for payroll deduction will not be available to part time faculty.

9. Any faculty or staff meeting called by the college administration, a division, or a department shall be scheduled during a regular duty day at a time when a minimal number of classes are in session, except that there may be one division meeting each semester at which the entire divisional faculty, including the hourly instructors and regular day instructors, will meet together that will not be scheduled during the regular duty day.

   (a) Normally, each affected faculty member shall be provided sufficient notice of the meeting, and normally an appropriate agenda shall be distributed at least two (2) days in advance.

   (b) In the event of an emergency meeting or one involving required attendance, all affected faculty members shall be relieved of their professional responsibilities for the duration of the meeting. A faculty member shall not be required to make up a missed class or office hour, if required to attend such a faculty meeting.

10. Administration-ordered class or other duty cancellations for whatever reason on established duty days shall not in any way alter the status of those days as duty days for the purpose of faculty members' contractual rights, compensation and benefits; in no event, however, will classes be held for less than the minimum number of days provided in Section 84370 of the Education Code.

11. Faculty members' daily teaching or duty schedules shall comprise an elapsed time of no more than six (6) consecutive hours, from the beginning of the first class through the end of the last class on that day; faculty members on a fixed hourly work week shall work no more than eight (8) consecutive hours per day. Lunch breaks are to be provided but are not to be considered as part of the consecutive hours.

    (a) Exceptions may be permitted in cases where a faculty member specifically requests or agrees in writing to a different type of schedule.

    (b) Hourly assignments shall not be considered part of the duty day, and shall be compensated in accordance with the provisions of Article XIX - Hourly Compensation.

    (c) All travel time involved in meeting regular or contract assignments at a site other than the main college campus shall be included in determining the six-hour or eight-hour period where such assignments are part of a faculty member's full-time work load.

    (d) Exception to the elapsed time provisions above may be permitted in cases where a faculty member specifically requests or agrees in writing to a different elapsed time period, or in cases where the instructor must take an extended day class in order to complete a full contract load. The District will take no punitive action against employees to assign them evening classes.

12. Faculty members shall be provided no less than twelve (12) consecutive hours elapsed time between the end of the last regular or contract assigned class, or hour on one day, and the beginning of the first assigned class, or hour, on the following day.

    (a) In the case of extended day assignments, a minimum of nine (9) consecutive hours shall elapse between the last class or the conclusion of travel on one day and the first class or the initiation of travel on the following day.

    (b) Exception to the elapsed time provisions above may be permitted in cases where a faculty member specifically requests or agrees in writing to a different elapsed time period, or in cases where the instructor must take an extended day class in order to complete a full contract load.

13. All faculty members shall be notified in writing at least six (6)weeks in advance of a given academic session of their tentative schedules for the ensuing academic period. Each faculty member shall meet with the faculty member's immediate supervisor, or department chairperson, to modify or otherwise alter said schedule as necessary.

    (a) Signed contracts shall be mutually binding. Course cancellations shall in no way affect the District's contractual obligation to compensate the faculty member or the faculty member's contractual obligation to serve the District. Hourly contracts may be terminated for low enrollment or reassignment.

    (b) All classes shall be assigned to rooms and laboratories which can properly accommodate them, and which are properly heated, cooled, lighted, ventilated, equipped, and maintained.

    (c) Classes for a given course in any given academic period shall be assigned to the same room for all sessions, barring extraordinary or emergency circumstances.

    (d) A faculty member shall not be assigned any class or duty for which the faculty member does not have adequate training and experience.

14. All hourly assignments shall be voluntary and shall be treated in accordance with the provisions of Article XIX - Hourly Compensation when any such assignment represents a load in excess of the full-time workload as defined in Article XVII - Workload.

15. Individual bargaining unit members or groups of bargaining unit members may use college facilities when those facilities are not being used during the regular academic year. The use of college facilities shall be for the pursuit of recreational and avocational activities; college facilities may not be used for commercial purposes or personal financial gain. The use of college facilities by bargaining unit personnel does not permit the concurrent use of the same facility by non-college personnel. The use of college facilities by members of the bargaining unit shall not be at college district expense; charges will be made for overtime of additional support personnel, equipment, material supplies, and energy related utilities required beyond that normally furnished in the day to day business of the college. The Director of Athletics and/or Director of Information have the prerogative to determine which facilities may be used and when supervision of an activity will be required in the interest of district liability. Regular facilities use procedures, as outlined in the 9000 Series of the Board Policies and Procedures must be followed.

16. The District hereby recognizes and reaffirms its belief that faculty, as professionals and as employees in a non-traditional work setting, follow non-traditional working patterns as a means of best discharging their professional responsibilities. The District and the Association agree that past practices with respect to the non-traditional working patterns of faculty shall not in any way be abridged, diminished, or altered during the life of this Agreement and shall be applied in a manner consistent with the terms and conditions of this Agreement.

17. All forms currently required of faculty members by the District are listed in Appendix H. In addition, the District will provide the Association, upon request, a complete set of the actual forms required of faculty members. Changes in these forms are to be mutually agreed upon by the parties hereto. It is understood that any additional information required by any governmental agency or accrediting authority or the District's insurance carriers will be provided by the faculty member. The faculty will provide this information in a timely and accurate manner.

18. It is the existing policy of the District to maintain and encourage academic freedom, tenure rights, and recourse on these items consistent with the existing laws and District policies. In the event that a faculty member is of the opinion that the right of academic freedom, tenure rights, or recourse on these items is in any way under restraint, that faculty member shall have the right to proceed against this restraint through the Dispute Settlement Policy and through those avenues of recourse guaranteed by existing civil statutes. Upon request of a bargaining unit member, the Association may provide assistance and counsel on these matters.

19. Faculty shall be allowed mileage according to established compensation rates for off-campus travel required as part of a regular contract assignment.

ARTICLE XII

PERSONNEL FILES

1. Records relating to the employment of faculty members shall be maintained in individual personnel files located in the Office of Personnel Services.

2. Materials in personnel files of faculty members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.

3. Faculty members shall not be entitled to review ratings, reports or records which (a) were obtained prior to the employment of the person involved, (b) were prepared by identifiable examination committee members, or (c) were obtained in connection with a promotional examination.

4. Faculty members shall have the right to examine and/or obtain copies of any materials contained in the personnel file upon request, provided the request is made at a time when such person is not actually required to render services to the district and the Office of Personnel Services is open for official business.

5. No person shall have access to faculty member's confidential personnel file except when actually necessary in the proper administration of the District's affairs, including, but not limited to the supervision of the employee, or when compelled by law. The Director of Personnel Services shall maintain in each file a log showing the date access to each file was granted and the signature of the person to whom access was granted.

6. Information of a derogatory nature, except the items listed in Paragraph 3 above, shall not be entered or filed unless and until the faculty member is given notice and an opportunity to review and comment thereon. Faculty members shall have the right to have such comments entered and attached to any such derogatory statement. Faculty members shall have the right to grievance procedures for the purpose of having false, erroneous or detrimental information rectified or expunged. Faculty members shall have the right to grieve the content of evaluations through the third step of the Dispute Settlement Procedure only.

7. No anonymous material will be placed in a personnel file.

8. The exclusive bargaining representatives may have access to a unit member's personnel file only with the specific written authorization of the member. Such written authorization shall be entered into the file on each occasion.

ARTICLE XIII

COLLEGE CALENDAR

1. The length of the community college year shall be 178-1/2 duty days. There shall be one (1) duty day immediately prior (except for weekends or holidays) to the first teaching day of one semester and one duty day immediately prior (except for weekends or holidays) to the first teaching day of the other semester and one-half duty day for graduation exercises immediately following the end of the spring semester.

2. Within these agreed to duty days the equivalent of one day shall be spent on matters directly related to individual preparation, instruction, counseling, or library services. Ideally, one-half day should be provided prior to the opening of the fall semester, and one-half day prior to the opening of the spring semester.

3. The District will consult annually with the Association concerning the proposed college calendar for the ensuing year. This calendar will be consistent with all applicable articles of this Agreement.

ARTICLE XIV

HOLIDAYS

1. Duty days shall not be assigned on the following days:

   (a) Labor Day
   (b) Veterans Day
   (c) Thanksgiving Day and the Friday immediately following
   (d) Christmas Day
   (e) New Year's Day
   (f) Lincoln Day
   (g) Washington Day
   (h) Memorial Day
   (i) Independence Day
   (j) Martin Luther King Day

2. Any additional holiday, or day for a public fast or thanksgiving appointed by the Governor or President shall be observed as a non-duty day, provided that the day so appointed is one on which the public schools shall close as provided by Section 79020 of the Education Code. Where an additional non-duty day is observed as herein provided, an additional duty day shall be scheduled by the governing board of District to make up for the day when the public schools are closed in order to reach the minimum number of days as provided in Section 84370 of the Education Code.

3. If a designated holiday falls on Saturday, the Friday preceding said day shall be considered a non-duty day. If a designated holiday falls on a Sunday, the Monday following said day shall be considered a non-duty day.

ARTICLE XV

TRANSFERS

1. A transfer refers to any District action which results in the movement of a faculty member from the position held immediately preceding such action.

   (a) A voluntary transfer is initiated by the faculty member.

   (b) An involuntary transfer is initiated by the District, but will become effective only after consultation with the Association.

2. Voluntary Transfers - A faculty member may request a voluntary transfer to take effect at the beginning of the next semester.

   (a) All requests for voluntary transfers shall be considered on the basis of three criteria:

      (1) Credentials to perform the required services.

      (2) District seniority.

      (3) Demonstrated competence in the subject field such as recency of knowledge and experience.

   When two or more faculty members meet the above criteria the faculty member with the greatest seniority shall be entitled to fill the position requested.

   (b) If a voluntary transfer request is denied, the faculty member shall be provided with the specific reasons for the denial.

3. Involuntary Transfers - After consultation with the Association, the District may initiate an involuntary transfer to take effect at the beginning of the next semester. The District must demonstrate that the transfer is based exclusively on the legitimate, educational, or financial needs of the District to maintain or improve the programs.

   (a) Faculty members to be involuntarily transferred shall have the right to indicate preferences from a list of vacancies.

   (b) All involuntary transfers shall be made on the basis of three criteria:

      (1) Credentials to perform the required services.

      (2) District seniority.

      (3) Demonstrated competence in the subject field such as recency of knowledge and experience.

When two or more faculty members meet the above criteria, the faculty members with the greatest seniority shall be entitled to fill the position.

(c) A faculty member who is to be involuntarily transferred shall be given the reasons in writing for the impending transfer.

ARTICLE XVI

EVALUATION OF FACULTY

1. Objectives of the Evaluation Program

   (a) "Evaluation" as an educational institution has two geneses: (1) It is a legal requirement, and (2) it is a professional responsibility.

   (b) The ultimate goal of all teacher evaluation is to provide the student with improved instruction.

   (c) The evaluation procedure must provide management with clear and reasonable evidence for determining retention and tenure.

2. Premises Basic to the Evaluation Program

   (a) Management has the right and the responsibility to observe personnel.

   (b) Evaluation requires consideration of a faculty member's total performance and should not be limited simply to classroom visitations.

   (c) It is recognized that there is no single way to teach effectively, no single blueprint for every course of instruction, and that quality does not necessarily imply uniformity. Therefore, evaluation requires participation of the person being evaluated.

   (d) If the evaluation is to result in changes in the educational program, then the process of evaluation must include constructive suggestions for the implementation of reforms.

3. Definitions

   (a) Authorized evaluators include: Immediate supervisors, Associate Deans, Dean of Student Services, Vice President, and Assistant Superintendent.

(b) A visitation is a specific observation of a faculty member's assigned activities. For instructors this shall mean a classroom observation of at least one class period.

(c) A follow-up conference is a conference with a faculty member following an evaluation by an authorized evaluator.

4. Plan for Evaluating Personnel

(a) Contract employees will be evaluated at least once each year in accordance with Section 87663 of Education Code, as follows:

(1) All contract faculty members will be initially evaluated by their immediate supervisors. Subsequent evaluations may be made by other authorized evaluators.

(2) An individual or group pre-conference will be held to discuss contract provisions regarding evaluation.

(3) A minimum of one classroom visitation must be made.

(4) A follow-up conference must be held and shall include (a) discussion of the evaluation; (b) notification of the employee's right to respond in writing; and (c) mutual signing of the form.

(5) A copy of the evaluation and any written comments by the employee will be placed in the personnel file.

(6) If the immediate supervisor questions the subject matter competence of a contract employee and is not competent in that subject area, the contract employee may request another evaluation by someone competent in the area. In this case, the evaluator will be selected by the Vice President and Assistant Superintendent from a list of recommendations agreed upon by both parties. The individuals recommended shall not be members of the Bargaining Unit.

(b) Regular employees will be evaluated at least once every two years in accordance with Section 87663 of Education Code, as follows:

(1) All regular faculty members will be initially evaluated by their immediate supervisors. Subsequent evaluations may be made by other authorized evaluators.

(2) An individual or group pre-conference will be held to discuss contract provisions regarding evaluation.

(3) A minimum of one classroom visitation must be made each four years.

(4) A follow-up conference must be held and shall include (a) discussion of the evaluation; (b) notification of employee's right to respond in writing; and, (c) mutual signing of the form.

(5) A copy of the evaluation and any written comments by the employee will be place in the personnel file.

(6) If the immediate supervisor questions the subject matter competence of a regular employee and is not competent in that area, the regular employee may request another evaluation by someone competent in the area. In this case, the evaluator will be selected by the Vice President, and Assistant Superintendent from a list of recommendation agreed upon by both parties. The individuals recommended shall not be members of the Bargaining Unit.

The faculty member shall be apprised of any written evaluation to be placed in the personnel file and have the opportunity to discuss the report with the evaluator before signing it.

5. Due Process Procedure

If a faculty member's performance is not satisfactory, the normal evaluation periods are often too infrequent to be of assistance to the faculty member. Due process requires the division chairperson or director to carefully monitor the performance of the faculty member. This procedure will enable the division chairperson or director to assist a faculty member to improve performance and provide a due process procedure that can be carefully documented. The evaluation may be repeated at more frequent intervals than the one or two year sequence outlined or the optional due process procedure may be utilized as part of an evaluation.

Four points are to be addressed in this process:

(a) An explanation in detail of the problem or problems involved so that the faculty member may understand the deficiencies. (Special attention should be given to the adequacy or inadequacy of the job description.)

(b) An outline of assistance which will be given the faculty member to assist in the improvement desired to correct the unsatisfactory performance. The first effort must be to help people improve.

(c) An indication of the time line which will indicate specifically the date when improvement is expected. At that time an evaluation of whether the faculty member should be given additional time or assistance with specific explanation of things to be achieved will be considered.

(d) A written notice shall be given to the faculty member outlining (a), (b), and (c) above. This written notice may follow the form of the optional due process attachment to the evaluation form.

6. Evaluation criteria and forms are provided in Appendix F.

ARTICLE XVII

WORKLOAD

1. The normal college workload per academic semester shall be the equivalent of fifteen (15) semester units of undergraduate instruction. The normal college workload per academic year shall not exceed the equivalent of thirty (30) semester units of undergraduate instruction for all faculty members.

2. In no event shall a faculty member be assigned a college workload in a single academic semester which is in excess of twenty (20) semester units of undergraduate instruction or forty (40) hours per week for fixed weekly hour faculty.

3. For purposes of determining college workload, a "contact hour" shall be defined as fifty-two (52) clock minutes of classroom instruction. College workload for faculty on a fixed weekly hour basis is determined by regular number of hours.

4. A contact hour shall not be interpreted as being comprised of other faculty responsibilities, including, but not limited to, the following:

   (a) Office hours

   (b) Course preparation and evaluation of student course assignments

   (c) Assigned committees

   (d) Inservice training

5. A faculty member shall not receive any reduction in compensation as the result of any imbalanced or reduced semester workload resulting from units accumulated in previous semesters or from under assignment planned by the District.

6. Faculty who agree in writing to assume, in addition to their normal day workloads, such extra-duty assignments as are provided in Article XX--Extra Duty Pay, shall receive additional monetary compensation in accordance with the applicable provisions of that Article.

7. The average weekly student contact hours (WSCH) per full-time equivalent faculty member will be set at 577. This figure, the instructional average (the use of the instructional average of WSCH was agreed upon in the 1971-72 agreement), will be computed as the mean of the four census periods as specified in Section 84522 of the Education Code. Since the figure to be utilized is to be the instructional average, the following courses will not be included in the determination of load:

    Occupational Practices 74
    Vocational Work Experience
    Guidance 10
    Guidance 20
    Guidance 90
    Administration of Justice 81B
    Administration of Justice 94 (series)
    Special Studies and Honor Classes

8. Division faculty shall be responsible for recommending appropriate class sizes to the appropriate Division Chairperson or to the Vice President and Assistant Superintendent.

    (a) The number of students in laboratory sections shall not exceed the number of established stations, available equipment, or teaching aids.

    (b) The number of students in classrooms shall not exceed established seating capacity.

9. Divisional and individual course differences in faculty-student ratio shall be permitted, subject to the specific needs of students in acquiring knowledge in different academic disciplines or subject area.

10. Faculty shall not be required to be present on campus during periods when college classes are not in session, except as otherwise specified in this Agreement.

11. <u>Lecture-Type Classes</u>

    (a) Reader allowances and/or additional teacher units are allocated by the Vice President and Assistant Superintendent, as per the current contract schedule. Bonus units are earned by all lecture classes based upon the first census period for regular credit classes and upon the fourth week enrollment for credit positive attendance classes.

    (b) Student contract hours computed for forum classes occupational practices, vocational work experience, Guidance 10, Guidance 90, Guidance 20, Administration of Justice 94 (series), Administration of Justice 81a, Administration of Justice 81b, and Special Studies and Honor classes will not be counted in this formula. Contact hours computed for laboratory classes and

activity classes such as Physical Education will not be counted in this formula. The above formula applies strictly to lecture classes.

(c) Contact hours shall be calculated from enrollment figures shown in the first census (4th week) enrollment report. Inasmuch as State payments to the college as well as faculty bonuses are based upon such enrollment reports, instructors are cautioned to reflect accurate current enrollment in such reports. (See Policy 5150 of the Manual, setting forth the college's mandatory drop policy. Students subject to mandatory drop must not be listed in the 4th week enrollment report.)

(d) Reader budget allowances will be adjusted annually to reflect mandated minimum wage requirements.

(e) Additional teacher units and budget for large classes shall be:

Student Contact Hour Average	Additional Units	Reader Budget
38.0 to 40.9	1.000 for 15 units or .066 per unit	$325.00 for 15 units or 21.63 per unit
41.0 to 42.9	1.500 for 15 units or .100 per unit	406.00 for 15 units or 27.04 per unit
43.0 to 44.9	2.000 for 15 units or .133 per unit	487.00 for 15 units or 32.46 per unit
45.0 to 47.9	2.500 for 15 units or .166 per unit	568.00 for 15 units or 37.85 per unit
48.0 to 49.9	3.000 for 15 units or .200 per unit	650.00 for 15 units or 43.30 per unit
50.0 to 54.9	3.200 for 15 units or .213 per unit	666.00 for 15 units or 44.38 per unit
55.0 to 59.9	3.400 for 15 units or .226 per unit	682.00 for 15 units or 45.50 per unit
60.0 to 64.5	3.600 for 15 units or .240 per unit	700.00 for 15 units or 46.62 per unit
65.0 to 69.9	3.800 for 15 units or .253 per unit	717.00 for 15 units or 47.74 per unit
70.0 to 74.9	4.000 for 15 units or .266 per unit	733.00 for 15 units or 48.86 per unit
75.0 to 79.9	4.100 for 15 units or .273 per unit	750.00 for 15 units or 49.99 per unit
80.0 to 84.9	4.200 for 15 units or .280 per unit	766.53 for 15 units or 51.09 per unit
85.0 to 89.9	4.300 for 15 units or .286 per unit	783.17 for 15 units or 52.12 per unit
90.0 to 94.5	4.400 for 15 units or .293 per unit	798.00 for 15 units or 53.16 per unit
95.0 to 99.9	4.500 for 15 units or .300 per unit	811.00 for 15 units or 54.08 per unit
100.0 to 109.9	4.600 for 15 units or .307 per unit	811.00 for 15 units or 54.08 per unit
110.0 to 119.9	4.700 for 15 units or .313 per unit	811.00 for 15 units or 54.08 per unit
120.0 to 129.9	4.800 for 15 units or .320 per unit	811.00 for 15 units or 54.08 per unit
130.0 to 139.9	4.900 for 15 units or .327 per unit	811.00 for 15 units or 54.08 per unit
140.0 to 149.9	5.000 for 15 units or .333 per unit	811.00 for 15 units or 54.08 per unit

12. LABORATORY OR ACTIVITY CONTACT HOURS

Laboratory and activity contact hours will be computed as listed in Appendix E of this Agreement.

13. MINIMUM SCHEDULED DAY ON CAMPUS

(a) Full-time teaching faculty will be on campus in classrooms, field trips, laboratories, library, college committee meetings, Academic Senate or their office for twenty-five (25) hours during any normal Monday through Friday work week. Full-time faculty members will schedule and maintain a minimum of three (3) hours on campus each school day. At least one of these scheduled hours will be reserved for student consultations. A full-time faculty member will not be required to schedule over twenty-five (25) hours per week on campus. Certain laboratory instructors may utilize laboratory sessions for student consultations in order to comply with the twenty-five (25) hour schedule limitation.

(b) Counselors and Librarians

(1) Full-time counselors will be on campus in classrooms, field trips, high school and college visitations, student conferences, library, college committee meetings, Academic Senate, in-service development, student activities or their office for minimum of 35 hours during any normal Monday through Friday work week. The non-scheduled hours in excess of the 35 scheduled hours will be spent in professional activities necessary to maintain adequate job performance, such as extended day visitations to high schools, extended day college and university visitations, class and small group readings and preparations, extended day staff development programs and university training programs, and necessary late duty day appointments, calls, and consultations.

(2) Full-time librarians will be on campus in the library, college committee meetings, Academic Senate, in-service development, conferences and student activities for a minimum of 40 hours during the hours that the library is open Monday through Friday.

(3) Counselors will schedule and maintain a minimum of six and a maximum of eight hours on any given duty day of the normal Monday through Friday work week, except as provided in (7) below. Librarians will schedule and maintain a maximum of eight hours on any given day of the normal Monday through Friday work week.

(4) Counselors will stagger their scheduled hours in a manner so that coverage will be maintained during the duty day of the normal Monday through Friday work week in the customary manner. Librarians will stagger their scheduled hours in a manner so that coverage of the library is maintained during the hours that the library is open Monday through Friday.

(5) Duties will be added to those duties listed in the document entitled "Your Role as Counselor at San Joaquin Delta College" distributed in September, 1977, only after consultation with the Association.

(6) Any administratively assigned standard professional counseling work during the extended day period may be performed by any properly credentialed and qualified faculty member hired for this purpose or any other properly credentialed and qualified individual at the hourly rates.

(7) By mutual consent any counselor (full or partial contract) may be assigned duties with the following understanding:

(a) Assignments will be during the regular 178 day college calendar.

(b) Assignments may not exceed 35 hours per week.

(c) Assignments will be developed in accordance with Article XI, Paragraph 13.

(8) By mutual consent any regular counselor or librarian may be placed on a contract covering the regular year and extensions to 10-1/2, 11, 11-1/2, or 12 month contracts. The period in excess of the regular contract year need not be consecutive to the regular contract period.

(9) An involuntary transfer of a counselor will not be made without prior consultation with the Association as outlined in Article XV.

14. OFFICE HOURS

(a) Teaching faculty shall schedule their own office hours (or hours for student consultation) so as to be convenient to both the needs and schedules of their students and their own teaching schedules.

(b) Full-time regular and contract teaching faculty shall schedule a minimum of one (1) office hour (or hour for student consultation for some laboratory faculty) per day. No teaching faculty member shall be required to schedule more than twenty-five (25) hours weekly. No counseling faculty member shall be required to schedule more than thirty-five (35) hours weekly. No librarian faculty member shall be required to schedule more than forty (40) hours weekly.

(c) One office hour shall be the equivalent of one contact hour for teaching faculty.

(d) Faculty members shall post their schedule of office hours on, or adjacent to, their office doors.

(e) Faculty members retain the right to reschedule office hours as necessary. Such changes shall be posted on their office doors with their schedule of office hours and with their division chairperson.

(f) Office hours will be cancelled and not rescheduled because of faculty meeting or other assignments directed by the administration of the college or regularly scheduled Association meetings.

ARTICLE XVIII

SALARIES

1. The District and the Association agree on the following guidelines for determining certificated faculty salaries.

   (a) In exchange for the salary being set with respect to the third quartile of the twelve comparison districts*, the bargaining unit accepts an instructional average of 577 weekly student contact hours. For purposes of this article, the unadjusted non-doctorate top salary of each comparison district without special increments for the previous year will be used to determine the third quartile.

   (b) The non-doctorate top salary requires no adjustment to third quartile for the 1987-88 college year since downward adjustments are not made.

* Coast, Cerritos, Foothill, Los Rios, Mt. San Antonio, San Bernardino, San Mateo, San Jose, South County, State Center, West Valley, and Yosemite.

(c) For 1987-88, the reported 1986-87 salary schedule shall be increased by 5.5% across the Board effective July 1, 1987.

(d) All previous documented grandfathering will be recognized.

(e) The salary schedule may vary if the Association exercises the option to purchase release units under the provisions of Article VI. This salary schedule will be the ADJUSTED SALARY SCHEDULE.

2. Hourly Salary Schedules

(a) The hourly schedules will be derived from the day schedule using the traditional 1/1000 factor applied to Steps 1 - 7.

(b) The 1987-88 hourly salary schedules are contained in Appendix A of this Agreement.

3. Longevity Increments

Regular faculty who have completed twelve years of regular and contract service in the District shall receive a two and one-half (2-1/2) percent increase in their base salary beginning the thirteenth (13th) year of service. Beginning the seventeenth (17th) year of service they shall receive a second two and one-half (2-1/2) percent increase in their base salary. Beginning the twenty-first (21st) year of service they shall receive a third two and one-half (2-1/2) percent increase in their base salary.

4. Classification by Professional Preparation

Faculty shall be placed on the appropriate class of the salary schedule in accordance with the degrees, advanced preparation, or relevant experience they have completed. Reassignment to a next higher classification shall become effective at the beginning of the next college year after the new classification requirements have been met.

(a) Classification of faculty member assignments will be of three types:

Type 1 - Automotive Technology, Construction Technology, Correctional Science, Electrical Technology, Fire Science, Industrial Technology, Mechanical Technology, Police Science and Printing Technology

Type 2 - All other disciplines

Type 3 - High School Equivalency Program

(b) Classification requirements are provided below:

Class	Type 1	Type 2	Type 3
I	Community College Credential	BA plus Community College Credential	BA plus Certificate of Qualifications for Adult Classes
II	Community College Credential plus 45	BA plus *30 plus Community College Credential	
III	Community College Credential plus 60	MA plus Community College Credential	
IV	Community College Credential with BA plus 15	MA with 45 plus Community College Credential	
V	Community College Credential with BA plus 60	MA with 60 plus Community College Credential	
VI	Earned Doctor's Degree plus Community College Credential	Earned Doctor's Degree plus Community College Credential	

* All references are to semester units.

(c) Units must be upper division and/or graduate units granted by a college or university accredited by a recognized accrediting agency and accepted by, or acceptable to, the Chancellor of the California Community Colleges. Requests to consider other units must be submitted in writing in advance to the Vice President and Assistant Superintendent, who shall consider recommendations made by the Salary Administration Committee established under Board Policy 3450.

(d) For advancement on the salary schedule, no more than three units may be credited during a single semester. Requests for exceptions are to be referred in writing to the Salary Administration Committee for recommendation to the Vice President and Assistant Superintendent.

(e) In order that units earned during a given summer may lead to a higher class for the ensuing fall, a notice of the intention to take summer courses shall be filed with the Office of Personnel Services on or before May 1, and courses must be completed prior to the opening of the fall semester. Official transcripts verifying completion of such work must be on file with the Office of Personnel Services by September 15.

(f) In general, the units earned for advancement from class to class on the schedule should not be mere miscellaneous collection of units with no focus or pattern. The faculty member should submit, in advance of the course work, a general plan and rationale to the Salary Administration Committee for approval and recommendation to the Vice President and Assistant Superintendent. Failure to obtain prior approval may result in the units being disallowed.

5. Initial Step Placement

(a) Contract faculty first employed before June 30, 1988 shall be given credit at the time of initial placement on the certificated salary schedule for previous teaching experience or service with the Peace Corps, VISTA, or relevant experience of up to four years.

0 years is Step 1
1 year is Step 2
2 years is Step 3
3 years is Step 4
4 years is Step 5

(b) Contract faculty first employed on or after July 1, 1988 shall be given credit at the time of initial placement on the certificated salary schedule for previous teaching experience at the college level and/or relevant teaching experience at another level and/or relevant experience of up to 5 years. (Step 6)

(c) Contract faculty first employed on or after July 1, 1989 shall be given credit at the time of initial placement on the certificated salary schedule for previous teaching experience at the college level and/or relevant teaching experience at another level and/or relevant experience of up to 6 years. (Step 7)

(d) Contract faculty first employed on or after July 1, 1990 shall be given credit at the time of initial placement on the certificated salary schedule for previous teaching experience at the college level and/or relevant teaching experience at another level and/or relevant experience of up to 7 years. (Step 8)

(e) Contract faulty first employed on or after July 1, 1991 shall be given credit at the time of initial placement on the certificated salary schedule for previous teaching experience at the college level and/or relevant teaching experience at another level and/or relevant experience of up to 8 years. (Step 9)

(f) Contract faculty first employed on or after July 1, 1992 shall be given credit at the time of initial placement on the certificated salary schedule for previous teaching experience at the college level and/or relevant teaching experience at another level and/or relevant experience of up to 9 years. (Step 10 if available).

(g) Contract faculty first employed on or after July 1, 1993 shall be given credit at the time of initial placement on the certificated salary schedule for previous teaching experience at the college level and/or relevant teaching experience at another level and/or relevant experience of up to 10 years. (Step 11 if available).

(h) Hourly faculty will be placed at Step 1 of the appropriate class. No previous teaching or related experience is honored.

6. Step Requirements

(a) Advancement on the certificated salary schedule shall be at the rate of one step for each year of teaching experience. If a faculty member is employed for at least 75% of the days of an academic year, credit shall be given for that year's experience for salary schedule advancement purposes.

(b) Advancement on the hourly certificated schedule will be as follows:

Teacher Experience --Day College, Evening College or Summer

1-2 Semesters	Step 1
3-4 Semesters	Step 2
5-6 Semesters	Step 3
7-8 Semesters	Step 4
9-10 Semesters	Step 5
11-12 Semesters	Step 6
All over 12 Semesters	Step 7

ARTICLE XIX

HOURLY COMPENSATION

1. Hourly assignments for faculty will be divided into four categories:

   (a) Traditional program classes.

   (b) Travel Classes (domestic and overseas tours).

   (c) Traditional non-teaching assignments or duties.

   (d) Non-credit classes.

2. Initial placement and advancement shall be defined in each category.

   (a) Traditional Program Classes

   Hourly assignments for faculty traditional program classes shall be paid on the hourly rate as shown in Appendix A, Hourly Salary Schedule. Initial placement and advancement shall be as defined in Article XVIII - Salaries.

   (b) Travel Classes

   (1) Hourly Assignments for faculty teaching travel classes shall be paid on the hourly rate as shown in Appendix A, Hourly Salary Schedule. Five (5) such hours on campus are mandatory for each student unit offered.

   (2) No salary compensation is possible while off campus, but necessary budget expenses will be determined by the faculty member and the administration.

   (c) Traditional Non-Teaching Assignments or Duties

   Hourly assignments for traditional non-teaching assignments or duties shall be paid on the hourly rate as shown in Appendix A, Hourly Salary Schedule. Initial placement and advancement shall be as defined in Article XVIII - Salaries.

   (d) Non-Credit Classes

   Hourly assignments for non-credit classes shall be paid on the hourly rate as shown in Appendix A, Hourly Salary Schedule. Such Placement is limited to Column 1.

3. Hourly Faculty will teach an average weekly student contact hour (WSCH) load proportional to the 577 set for full-time instructors This figure will be computed as the mean of the four census periods as specified in Section 84522 of the Education Code.

4. In the event a class is cancelled, the faculty member will receive an amount equal to the hourly rate times the number of hours of instruction in the scheduled class.

5. In the event classes are scheduled off campus, instructors shall be allowed mileage according to Appendix B. No travel reimbursement will be paid for round trips of less than thirty (30) miles. District vehicles will be available upon request made to the Associate Deans for General Education or Vocational Education.

6. Large enrollment is permitted in those lecture classes in which it is determined that the quality of education will not be jeopardized. Instructors shall receive added compensation for large lecture credit classes whose actual attendance is fifty or more students on the first meeting of that month, regardless of whether the class is scheduled for a full semester or is a short course. Increased pay at the rate of 33-1/3% of the hourly pay being received will be given for each hour a class of 50 to 99 students and at a rate of 66-2/3% of the hourly pay being received for each hour of a class of 100 students or more. In other words, extra compensation would be in accordance with the following schedule.

Percent of One Hour's Pay

Class Session Hour(s)	Class of 50 - 99 Students	Class of 100 or more Students
1	33-1/3%	66-2/3%
2	66-2/3%	133-1/3%
3	100%	200%

ARTICLE XX

EXTRA DUTY COMPENSATION

1. Additional Salary Compensation is listed in Appendix D.

2. Units of released time are listed in Appendix D.

3. Regular and contract teaching faculty will be paid for extra duty according to the provisions of Article XIX - Hourly Compensation.

4. Summer Session compensation shall be provided in accordance with the provisions of Article XIX - Hourly Compensation.

5. Hourly contracts will be issued for census classes and such other classes as are feasible.

6. Any extra duty assignment and compensation formula not listed herein can be added to this agreement by mutual consent. However, no special compensation arrangements may be made until they are agreed to by the District and the Association.

ARTICLE XXI

SUBSTITUTING

1. Faculty members employed as substitutes will be paid according to the Hourly Salary Schedule.

2. Faculty members shall have the right to accept or reject a request to substitute for another faculty member.

3. A faculty member substituting during a scheduled duty hour will be expected to reschedule the duty hour within the following five (5) working days.

ARTICLE XXII

TRAVEL

1. Faculty members entitled to use District automobiles as available, if they so desire, for travel on official business of the District both within the State of California and outside of the State.

2. Faculty members in each division shall be allotted travel money at the rate of $150 per year plus prior year carryover balances per full time equivalent contract and regular employee in the division for faculty travel only. For the first year of the contract, i.e. 1987-88, negative balances will not carryover.

3. VEA categorical funds for instructor inservice shall be handled through an Instructional Inservice and Travel Account to be administered by the Office of Instruction. Instructors with assignments relating to vocational students and programs shall be eligible to apply for inservice training and travel by submitting a proposal to the Office of Instruction. All instructor requests for inservice training and travel shall first be reviewed and authorized by the responsible division chairperson.

4. No faculty member shall be permitted to transport students in a private car nor shall a faculty member be required to use a private car for District business. If, however, a faculty member chooses to use a privately owned automobile for District business, the District will provide reimbursement for such use at the rate set forth in Appendix B.

5. If special California Driver's License and special requirements for licensing are required in order for a currently employed faculty member to fulfill such duties, the District shall pay all costs involved in obtaining these licenses or for fulfilling these requirements.

6. Faculty members shall be covered under workers' compensation insurance in the event of accident or injury arising out of and in the course of the faculty member's employment.

ARTICLE XXIII

REDUCED SERVICE PARTIAL RETIREMENT PLAN

1. RETIRED SERVICE PARTIAL RETIREMENT PLAN

(a) It shall be the policy of the San Joaquin Delta Community College District to permit faculty members of the District to reduce their workload from full-time to no less than 50% time and have benefits based on full-time employment.

(b) To qualify for this program, the faculty member (a) shall have completed ten (10) years of prior full-time service in a position requiring certification in the public school system of California which includes grades K-14, the last five (5) of which shall have been full-time in this District, with sabbatical leaves being counted as full-time employment, and (b) shall have attained the age of 55 prior to the beginning of the semester in which the reduction in service begins. It shall be the faculty member's responsibility to initiate the request for reduced service.

(c) The agreement for reduced service must be initiated by the faculty member and the agreement shall be executed by the faculty member and the San Joaquin Delta Community College District in writing. The normal deadline May 1. Exceptions may be made for the mutual benefit of the faculty member and the District. The agreement shall be for a minimum period of one year and a maximum period of five years of such part-time status. The agreement can be revoked or extended only with the mutual consent of the faculty member and the District. No faculty member shall be eligible after the school year during which the age of 70 is attained.

(d) If the faculty member has not reached the age of 70 at the end of the five-year maximum period, and wishes to continue employment, the faculty member is guaranteed no less than the reduced part-time employment. If the faculty member chooses part-time, the faculty member would receive only the same percentage of credit toward retirement for which the faculty member is under contract. The faculty member may return to full-time employment subject to District agreement.

(e) A one-half time schedule could, with the approval of the District, be either full-time for one semester and no duties during the other semester, or a half-time teaching load, which does not necessarily require daily presence on campus, throughout both semesters.

(f) The faculty member shall be paid a salary which is the pro-rata share of the salary the faculty member would be earning had the faculty member not elected to exercise the options of part-time benefits for which the faculty member of the District makes the payments, including those as provided in Section 53201 of the

Government Code, that would be required if the faculty member remained in full-time employment.

(g) The District reserves the right to deny granting a reduced workload to any faculty member if doing so would create unusual and difficult staffing problems. A denial, however, shall be only temporary and the faculty member may reapply for the following school year or school term.

(h) The faculty member, who is employed on a part-time basis, and the District agree to contribute to the Teacher's Retirement Fund the amount that would have been contributed if the faculty member were employed on a full-time basis.

(i) Full retirement credit is not earned until the end of the full school term or full school year. Participants who terminate prior to concluding periods will receive retirement credit based on the salary actually paid in the proportion that it related to the annual salary that would have been paid had the employment continued.

(j) All rights mandated by law and additional benefits which may be granted by the District to its certificated employees shall be applicable to any and all such faculty members who are on contract for reduced service.

(k) None of these provisions shall be in conflict with Chapter 1367 of the Statues of 1974.

2. PARTIAL EMPLOYMENT AFTER RETIREMENT

(a) Any faculty member who has attained the age of 55 and wishes to retire from service and to continue employment for not more than 120 days in any fiscal year shall, not later than May 1 prior to the beginning of the school year during which the faculty member desires this continued employment after retirement, notify the President/Superintendent in writing of the faculty member's desire to continue partial employment after retirement. Compensation on a per day or per unit basis will be tied to the top non-doctorate salary, excluding longevity, increments on the unadjusted schedule up to $8,000 per year if permitted under STRS. Maximum payment will be $7,664 or up to $8,000 if allowed by STRS. Faculty may be employed for amounts less than this established limit with days and units proportionate to the actual dollar amounts. For subsequent adjustments to the allowed dollar limit, units and days will be adjusted accordingly.

(b) The notification shall contain a statement as to when the faculty member desires to render service and in what capacity. The specific assignment must be agreed upon by both parties. The faculty member shall include with such written notification evidence that the faculty member has successfully passed a physical examination within the immediate preceding 12-month period.

(c) The President/Superintendent may appoint a designee to act in the President/Superintendent's behalf in administering these regulations.

(d) Such employment would not act to reinstate the faculty member as a member of the retirement system or to terminate or suspend the faculty member's retirement allowance, and no deduction will be made from the faculty member's salary as contributions to the retirement system. If a retirant receives payment in excess of the $7,664 minimum or $8,000 maximum, for services performed in the public schools, the retirement allowance will be reduced by the amount received in excess of these amounts (STRS Administrative Directive 80-2). Retirees employed pursuant to this policy shall be eligible to receive benefits pursuant to Article X of this Agreement in the manner and to the same extent as a full-time regular faculty member, if eligible under Article X, Section 7.

(e) Any faculty member who wishes to continue in partial employment after retirement at age 55 must renew such request to do so for each school year not later than May 1 prior to the beginning of each school year during which the faculty member desires this continued employment. Such contracts shall be renewed on an annual basis until the end of the academic year, in which the faculty member reaches the age of seventy (70), so long as no faculty member participates in this program for more than ten consecutive years. Any year in which accumulated units are paid shall be considered as part of the ten year consecutive period.

(f) Retirees employed under this policy shall be subject to established evaluative procedures and will have normal access to due process under the law.

(g) The number of days for faculty on a day-based assignment for 1987-88 is 29 (based on $7,664) and 30 (based on $8,000). In order not to exceed the maximum payment allowed by STRS, the unit assignment for faculty on a unit-based assignment shall be five (5) units. Units and days will be adjusted in subsequent years to be proportionate to the adjustment to the top non doctorate. Accumulated units in excess of this amount will be accrued to a maximum of five units for any employee in this program. Such units may be utilized in a reduced assignment to a maximum of five units for a single year. Faculty will be required to attend in-service meetings, divisional meetings and other meetings as required by their division chairperson/ director.

ARTICLE XXIV

UNIT STABILITY

1. Should any new positions be established or regular positions be reclassified during the term of this Agreement, the placement of those positions in or out of the bargaining unit shall be negotiated with the Association. Should the issue not be resolved within thirty (30) days of the establishment of a new position, it shall be submitted to the Public Employee Relations Board.

2. No position or job title in the present bargaining unit shall be altered during the term of this Agreement.

3. The District shall notify all faculty within the bargaining unit of all faculty and management vacancies within fourteen (14) calendar days of the President/Superintendent's first official notice of a vacancy.

ARTICLE XXV

MAINTENANCE OF BENEFITS

1. Existing rules, regulations, policies and procedures are amended to conform with the terms and provisions of this Agreement.

2. Those rules, regulations, policies and procedures subject to the terms and provisions of this agreement shall remain unchanged during the term of this agreement, unless changed by mutual agreement with the Association.

ARTICLE XXVI

STATUTORY CHANGES

1. If any provision of this Agreement or application hereof to any faculty member is held by the highest courts of the State or by a federal court to be contrary to law, or is in conflict with Federal or State orders, laws or regulations, then such provision or application will be deemed invalid, to the extent required by such court decision, order, law or regulation, but all other provisions or applications shall continue in full force and effect.

2. In the event an article, section, or provision is rendered void, the parties agree to meet within thirty (30) calendar days to negotiate only those specific article(s) impacted.

ARTICLE XXVII

MISCELLANEOUS CONDITIONS

1. UNEMPLOYMENT COMPENSATION - All faculty shall be eligible for unemployment compensation benefits as provided by law.

2. DEFENSE OF FACULTY MEMBER BY DISTRICT - If a faculty member or former faculty member requests a District defense against any claim or action against the faculty member for an injury arising out of an act or omission occurring within the scope of employment as an employee of the District, and such request is made in writing not less than ten (10) days before the day of trial, and the faculty member or former faculty member reasonably cooperates in good faith in the defense of the claim or action, District shall pay any judgment based thereon or any compromise or settlement of the claim or action to which District has agreed. If District conducts the defense of a faculty member or former faculty member against any claim or action with reasonable good faith cooperation, District shall pay any judgment based thereon or any compromise or settlement of the claim or action to which District has agreed only if it is established that the injury arose out of any act or omission occurring in the scope of the employment of the faculty member or former faculty member as an employee of District.

   In no event shall District pay such part of a claim or judgment as is for punitive or exemplary damages (Government Code, Section 825).

3. POLICY AND PROCEDURES MANUAL - The District shall have a policy and procedures manual containing such general information as is necessary to assist faculty members in the full and proper discharge of their professional responsibilities, and as is consistent with the terms of this Agreement and all other existing documents incorporated by reference herein.

   (a) Said manual shall not contradict the provision of this Agreement or any portions hereof.

   (b) The negotiating team and designated representatives of District shall review the Policy and Procedures Manual and update, revise, and redistribute manuals to all faculty, as necessary.

   (c) Upon appointment, each faculty member shall be provided with one (1) copy of this Agreement, and upon request a copy of the Manual.

   (d) As the Policy and Procedures Manual is revised, thereafter, it shall be reprinted by the District and distributed to each faculty member requesting same.

   (e) Whenever the Policy and Procedures Manual is first printed, or subsequently revised and reprinted, four (4) copies shall be supplied to the president of the Association by the District.

(f) The District agrees to consult with the Association prior to any amendment, changes or elimination of present policies or procedures within the scope of negotiation. Such policies and procedures, including Section 6620 of the Manual, will be subject to the dispute settlement policy.

ARTICLE XXVIII

PUBLIC CHARGES

1. Complaints involving charges of sexual harrassment, crimes (whether felony or misdemeanor), or charges of discrimination will not be considered public charges under this Article. These charges will be pursued under appropriate Policies and Procedures.

2. Any complaint about a faculty member shall be immediately investigated by the Superintendent/President or his designee. If the complaint appears to have substance, the complaint and the name of the person making the complaint must be provided to the faculty member within ten (10) working days of receipt of the complaint. If this is not done, the information received must be destroyed. Anonymous complaints must be destroyed.

3. The complaint shall be put into writing, with the original submitted to the faculty member and a copy to the designated management person. Should the involved faculty member or the Superintendent/President or his designee believe that the allegations in the complaint are sufficiently serious to warrant a meeting, the faculty member and a management representative shall schedule a meeting with the complainant. An Association representative may be present at said meeting, if so requested by the faculty member.

4. The faculty member may use non-classroom time for the purpose of initialing and dating the written complaint and preparing a written response to such complaint. The response shall be attached to the written complaint.

5. The written complaint and the attached response shall be placed in a dispute settlement file. If the faculty member challenges the truth of the allegations contained in the complaint, a grievance may be filed on that basis and a finding to the effect that such allegations are untrue shall result in the immediate destruction of all copies of the written complaint. The failure by the faculty member to file a grievance shall not be construed as an admission by the faculty member that the allegations contained in the complaint are true; however, the complaint and the response will be placed in the faculty member's personnel file.

6. The District shall not use a complaint as a basis for dismissal or refusal to reemploy a faculty member unless the complaint is placed in the faculty member's personnel file in accordance with the procedure outlined in Paragraph 5, above.

ARTICLE XXIX

RIGHTS AND RESPONSIBILITIES

1. Management Rights and Responsibilities

It is understood that the District retains all rights, powers, and authority to direct and manage the operation of the College and its personnel except those rights, powers and authority specifically abridged, deleted, granted or modified by this Agreement.

2. Association Rights and Responsibilities

Any of the rights, powers, or authority that the Association had prior to the signing of this Agreement are retained by the Association, except those specifically abridged, deleted, granted, or modified by this Agreement and any supplementary agreements that may hereafter be made.

3. Instructor Rights and Responsibilities

An instructor's primary responsibility is to teach. To this end, an instructor shall perform in a professional manner at a level appropriate to the courses being taught and the capabilities of the students in classes. The faculty member is expected to be informed relative to the latest developments in areas of competence and responsibility. Faculty members shall familiarize themselves and act in accordance with the pertinent sections of the Education Code, Administrative Code and Policy and Procedures Manual.

4. Counselor and Librarian Rights and Responsibilities

Counselors will endeavor to provide assistance to the student in program planning and guidance and in matters concerning personal and social adjustment. The counselor's primary responsibility is to assist the student in planning. The counselor is also responsible for providing assistance to the student in any other matter which is relevant to the student's welfare. Counselors will work cooperatively with other college staff members through individual and group efforts on matters pertaining to student welfare and effective instruction. Librarians shall comply with such of the duties of instructors as may be appropriate to their assignment and such other duties as may be assigned by the Director of Learning Resources. Counselors and librarians shall familiarize themselves and act in accordance with the pertinent sections of the Education Code, Administrative Code, and Policy and Procedures Manual.

ARTICLE XXX

SAVINGS

1. If any provision of this Agreement or application hereof to any faculty member is held by the highest court of the State or by a federal court to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

2. Should a provision or application be deemed invalid, as described in Paragraph 1, above, the District shall reinstitute any benefit reduced or eliminated to the extent allowable under law. Moreover, the parties shall meet not later than ten (10) days after such court decision to renegotiate the provision or provisions hereof.

3. Any need to clarify the intended meaning of this Agreement is to be resolved by a joint management-bargaining unit committee.

4. By mutual agreement of the parties hereto at any time, any provision of this Agreement may be deleted or amended in whole or in part and new provisions may be added hereto, provided that any such agreement deleting, amending, or adding a provision is in writing duly signed by the parties hereto.

SIGNATURES

Signed this 20th day of October, 1987.

FOR THE DISTRICT:

L.H. Horton, Jr.
Superintendent and President

Robert M. Yribarren
Business Manager

John Ivy, President,
Board of Trustees
San Joaquin Delta Community
College District

FOR THE ASSOCIATION:

Fred Reese
Negotiations Chairperson

James Barnard

Ivan Hitt

Delmar McComb

Jack Stirton

Janet Truscott

Terry Azevedo
President
San Joaquin Delta College
Teachers Association/CTA/NEA

APPENDIX A

SALARY SCHEDULES

1987-88

CERTIFICATED SALARY SCHEDULE

San Joaquin Delta Community College District

	I	II	III	IV	V	VI
TYPE 1	Community College Credential	CCC plus 45	CCC plus 60	CCC with BA plus 15	CCC with BA plus 60	Earned Doctor's Degree
TYPE 2	BA	BA + 30	MA	MA with 45	MA with 60	Earned Doctor's Degree
TYPE 3	BA					
1	25,403	26,475	27,901	29,007	30,301	31,575
2	26,821	27,915	29,342	30,461	31,769	32,947
3	28,247	29,350	30,781	31,912	33,235	34,327
4	29,670	30,783	32,219	33,365	34,702	35,701
5	31,089	32,218	33,656	34,819	36,171	37,079
6	32,514	33,651	35,096	36,271	37,639	38,454
7	33,931	35,086	36,534	37,726	39,107	39,832
8	35,354	36,517	37,975	39,178	40,575	41,206
9	36,777	37,949	39,411	40,631	42,041	42,586
10		39,386	40,849	42,084	43,508	43,961
11			42,289	43,538	44,974	45,339
12				44,992	46,441	46,714
13					47,911	48,092
14						49,465
			INCLUDING LONGEVITY INCREMENT:			
1	37,696	40,371	43,346	46,117	49,109	50,702
2	38,616	41,355	44,403	47,242	50,307	51,938
3	39,535	42,340	45,461	48,366	51,504	53,175

Effective July 1 of the thirteenth year of consecutive service as an employee of the San Joaquin Delta Community College District, a longevity increment of 2½% will be added to the employee's base salary.

Effective July 1 of the seventeenth year of consecutive service as an employee of the San Joaquin Delta Community College District, a longevity increment of 5% will be added to the employee's base salary.

Effective July 1 of the twenty-first year of consecutive service as an employee of the San Joaquin Delta Community College District, a longevity increment of 7½% will be added to the employee's base salary

1987-88

HOURLY SALARY SCHEDULE

San Joaquin Delta Community College District

TYPE 1	Community College Credential	CCC plus 45	CCC plus 60	CCC with BA plus 15	CCC with BA plus 60	Earned Doctor's Degree
TYPE 2	BA	BA + 30	MA	MA with 45	MA with 60	Earned Doctor's Degree
TYPE 3	BA					
1	25.40	26.48	27.90	29.01	30.30	31.58
2	26.82	27.92	29.34	30.46	31.77	32.95
3	28.25	29.35	30.78	31.91	33.24	34.33
4	29.67	30.78	32.22	33.37	34.70	35.70
5	31.09	32.22	33.66	34.82	36.17	37.08
6	32.51	33.65	35.10	36.27	37.64	38.45
7	33.93	35.09	36.53	37.73	39.11	39.83

Teacher Experience

Day College, Evening College or Summer:

1-2 Semesters	Step 1
3-4 Semesters	Step 2
5-6 Semesters	Step 3
7-8 Semesters	Step 4
9-10 Semesters	Step 5
11-12 Semesters	Step 6
All over 12 semesters	Step 7

NO OUTSIDE TEACHING IS HONORED

EACH SUMMER SESSION COUNTS AS A SEMESTER'S EXPERIENCE

NON-CREDIT CLASSES ARE LIMITED TO CLASS 1

Adjusted

1987-88

CERTIFICATED SALARY SCHEDULE

San Joaquin Delta Community College District

	I	II	III	IV	V	VI
TYPE 1	Community College Credential	CCC plus 45	CCC plus 60	CCC with BA plus 15	CCC with BA plus 60	Earned Doctor's Degree
TYPE 2	BA	BA + 30	MA	MA with 45	MA with 60	Earned Doctor's Degree
TYPE 3	BA					
1	25,307	26,379	27,805	28,911	30,205	31,479
2	26,725	27,819	29,246	30,365	31,673	32,851
3	28,151	29,254	30,685	31,816	33,139	34,231
4	29,574	30,687	32,123	33,269	34,606	35,605
5	30,993	32,122	33,560	34,723	36,075	36,983
6	32,418	33,555	35,000	36,175	37,543	38,358
7	33,835	34,990	36,438	37,630	39,011	39,736
8	35,258	36,421	37,879	39,082	40,479	41,110
9	36,681	37,853	39,315	40,535	41,945	42,490
10		39,290	40,753	41,988	43,412	43,865
11			42,193	43,442	44,878	45,243
12				44,896	46,345	46,618
13					47,815	47,996
14						49,369
			INCLUDING LONGEVITY INCREMENT:			
1	37,600	40,275	43,250	46,021	49,013	50,606
2	38,520	41,259	44,307	47,146	50,211	51,842
3	39,439	42,244	45,365	48,270	51,408	53,079

Effective July 1 of the thirteenth year of consecutive service as an employee of the San Joaquin Delta Community College District, a longevity increment of 2½% will be added to the employee's base salary.

Effective July 1 of the seventeenth year of consecutive service as an employee of the San Joaquin Delta Community College District, a longevity increment of 5% will be added to the employee's base salary.

Effective July 1 of the twenty-first year of consecutive service as an employee of the San Joaquin Delta Community College District, a longevity increment of 7½% will be added to the employee's base salary.

Adjusted

1987-88

HOURLY SALARY SCHEDULE

San Joaquin Delta Community College District

TYPE 1	Community College Credential	CCC plus 45	CCC plus 60	CCC with BA plus 15	CCC with BA plus 60	Earned Doctor's Degree
TYPE 2	BA	BA + 30	MA	MA with 45	MA with 60	Earned Doctor's Degree
TYPE 3	BA					
1	25.30	26.38	27.80	28.91	30.20	31.48
2	26.72	27.82	29.24	30.36	31.67	32.85
3	28.15	29.25	30.68	31.81	33.14	34.23
4	29.57	30.68	32.12	33.27	34.60	35.60
5	30.99	32.12	33.56	34.72	36.07	36.98
6	32.41	33.55	35.00	36.17	37.54	38.35
7	33.83	34.99	36.43	37.63	39.01	39.73

Teacher Experience	
Day College, Evening College or Summer:	
1-2 Semesters	Step 1
3-4 Semesters	Step 2
5-6 Semesters	Step 3
7-8 Semesters	Step 4
9-10 Semesters	Step 5
11-12 Semesters	Step 6
All over 12 semesters	Step 7

NO OUTSIDE TEACHING IS HONORED

EACH SUMMER SESSION COUNTS AS A SEMESTER'S EXPERIENCE

NON-CREDIT CLASSES ARE LIMITED TO CLASS 1

APPENDIX B

TRAVEL AND MILEAGE

TRAVEL AND MILEAGE
1987-88

A. TRAVEL REQUEST

1. Travel requests are required for all travel other than in-district mileage reimbursement.

2. All required information on the Travel Request Form be completed. If an advance is required, it should be noted on the request form. If advance payments for hotels, registration, etc., are required, the proper information (registration forms, hotel literature, etc.) showing the amount to be paid, the payee and address MUST be attached to the Travel Request. Employees using personal funds to make advance arrangements will not be reimbursed until the travel claim (which is turned in after the trip) is processed and appropriate receipts are attached. Employees using personal funds to make advance arrangements MUST indicate these payments on the Travel Request form to avoid duplicate payments. Payment for AIR transportation must be arranged through the District's Purchasing Department.

   Requests for travel outside the State of California must be approved by the President-Superintendent.

   If a substitute will be needed, forms for "permission to be absent" should be completed and should accompany the Travel Request.

3. The Travel Request should be submitted to the employees' DIVISION OR DEPARTMENT HEAD for approval. This should be done not less than five (5) working days prior to the trip.

4. The approved Travel Request should then be routed to the Budget Officer (for Classified employees) or the Vice President/Assistant Superintendent (for Certificated employees), who will then forward the Certificated request to the Budget Officer.

5. After the Travel Request has been processed, a copy of the processed request indicating all payments made will be sent to the requestor. If an advance was required the requestor will be informed when to come to the Accounting Office to sign for the check.

6. The Transportation Clerk must be notified of all cancellations so the approved request can be retired from the active file.

B. TRAVEL CLAIM

1. Travel claims must be submitted for all approved travel requests and must identify all costs incurred, even if no additional reimbursement is requested.

2. Claims for Travel Reimbursement must be submitted within seven (7) working days after the trip is completed, to the Transportation Clerk.

3. Required receipts must be attached to the claim for all travel expenses incurred, including those that were prepaid.

4. The report area of the Travel Request must be completed and submitted to the Instruction Office for Certificated employees or the Transportation Office for Classified Employees.

5. Reimbursements for supply items purchased may not be made on a travel claim.

6. If advances for personal travel expenses for several employees have been made to one person, that one person must file a group travel claim for reimbursement of all expenses incurred by that group.

7. The requestor will receive the travel check in approximately one week.

C. CLAIMS FOR TRAVEL EXPENSE

1. Actual and necessary travel expenses shall be allowed and paid in accordance with the following rules:

   1.1 Travel Claims for traveling at the expense of the district shall show the purpose of the trip.

   1.2 Travel Claims shall be properly itemized, accompanied by the required receipts and approved by the duly authorized officer.

   1.3 Established charges by common carriers or terminal stations for the handling or transportation of necessary personal or official baggage will be allowed. No other personal expense shall be claimed.

2. Itemized receipts for costs incurred are required for the following items, including those which have been prepaid:

   2.1 Registration fees

   2.2 Lodging Costs

   2.3 Transportation other than personal mileage

   2.4 Parking fees

2.5 Telephone or telegraph charges incurred for business purposes. The purpose and nature of the call must be indicated.

2.6 Taxi or limousine service fares

2.7 Automobile rental charges, including those paid through use of a District credit card.

2.8 Any other necessary travel expenses except those identified in item 3 below.

2.9 Personal charge card receipts are not acceptable.

3. Receipts need not be submitted for the following:

3.1 Public transportation fares which are available in public tariffs.

3.2 Personal meal allowances.

3.3 Street car and ferry fares, bridge and road tolls.

3.4 Incidental expenses of $3.55 or less

4. Hotels

4.1 Receipts for lodging, European Plan, or board and lodging, American Plan, shall be furnished and shall show the dates for which the charge is made. Reimbursement shall be made for actual lodging expense, based on single occupancy rate.

4.2 Full reimbursement will be allowed while registered at conference headquarters. If, due to causes beyond the control of the individual, it is necessary to obtain accommodations other than at the conference headquarters hotel, full reimbursement will be allowed based on single occupancy rate. If the individual chooses to obtain accommodations other than at the conference headquarters, the individual will receive full reimbursement, based on single occupancy rate, not to exceed cost of conference headquarters. Substantiating statement must be attached to travel claim.

5. Meals

5.1 The maximum allowance for meals is $25.88 per day.

5.2 The amount expended for any particular meal is left to the discretion of the individual, but the total for all meals shall not exceed the applicable maximum allowance. It is not necessary to detail the cost of

meals. Meals may be averaged out on a daily basis or they may be reported separately. If separate meals are charged, a maximum of:

$ 4.72	Breakfast
7.22	Lunch
13.94	Dinner

is fixed unless the individual is attending a conference and the meal is considered part of the program. In such case, full reimbursement will be allowed. Conference meal reimbursements must be accompanied by supporting documentation.

5.3 Travel claims shall show time of departure from and return to the College. Should the time of departure be 7 a.m. or after, or time of return be prior to 7 a.m., no allowance for breakfast will be claimed. Should the time for departure be 12 noon or after or the time of return prior to 12 noon, no allowance for lunch may be claimed. Should the time of departure be 7 p.m. or after, or the time of return be prior to 7 p.m., no allowance for dinner may be claimed.

6. Railroad Transportation

6.1 No more than actual fare on any transportation service, in accordance with the latest tariffs at the time the trip was made, shall be allowed. Special rates and round-trip rates shall be used whenever possible.

6.2 One berth for each person or "roomette" accommodations will be allowed.

6.3 Unusual delay or deviation from the shortest, usually travelled route, shall be explained. If due to causes beyond the control of the individual, additional expensesincurred may be allowed.

7. Airplane Travel

7.1 Claims for airplane travel shall be allowed when in conformity with the latest regular published airplane tariffs. When more than one class of air travel is available, the district will pay tourist class only. Payment for air transportation must be arranged through the District's Purchasing Department and the cost incurred shall be reported on the travel claim and supported by the proper documentation.

7.2 Air travel by college district employees, approved in accordance with board policy is to be limited to flights on regular scheduled airplanes.

7.3 College staff shall not pilot or charter personal or private aircraft, or any variation thereof, when traveling within the scope of their employment on behalf of San Joaquin Delta College. This method of travel is not covered by district liability insurance and is in direct violation of district procedure.

8. Automobile Travel

8.1 In cases where authorized travel is by district-owned automobile, actual and necessary travel expense shall not include mileage expense. District vehicles should be requested as early as possible after approved Travel Request is received. Vehicles are to always be picked up and returned to the vehicle parking area. The Transportation Clerk is to be notified of all cancellations as soon as possible due to the heavy demand for vehicle use.

8.2 Mileage for privately owned automobiles is allowed. Rate of reimbursement is listed in D. below.

8.3 Ferry, bridge, or toll charges may be claimed in addition to mileage allowances.

8.4 Mileage reimbursement will be limited to the amount equivalent to airplane transportation plus local transportation costs.

8.5 Mileage for rental automobiles is allowed when approval has been received to use a car rental for business purposes. Employees shall obtain the least expensive rental available.

9. Incidental Traveling Expenses

9.1 A maximum allowance of $3.55 may be claimed, without itemization for incidental traveling expenses during each 24 hours, or major fraction thereof, starting at the time of departure from and ending with return to college. A major fraction of 24 hours is defined as 12 or more hours.

D. IN-DISTRICT MILEAGE

1. The following rules apply to request for reimbursement for travel with the district when no district vehicle is provided.

1.1 Mileage reimbursement shall be paid any employee assigned to more than one area in the district on a regular district contract assignment.

1.2 Mileage reimbursement shall be paid any employee whose assignment requires the use of a personal vehicle to visit various locations within the district.

1.3 Distance allowed will be for those miles between areas or other assigned locations other than the distance between home and the College.

1.4 Incidental parking meter charges, if itemized, are the only other item that may be claimed on the Monthly District Mileage Claim.

1.5 For the 1987-88 college year, the mileage rate will be $.21 per mile, or such greater amount as allowed by IRS Regulations.

E. TRAVEL ADVANCES

1. Advance payment of travel expenditures will be paid by the Travel Request procedure. The proper forms and information showing the amount, payee and address must be attached to the Travel Request.

1.1 Only the first nights lodging will be prepaid unless otherwise required by the hotel.

1.2 Registration may be prepaid in full, regardless of amount.

1.3 Travel advances may not be used to pay for air fare. Payment must be handled through the regular purchase order process.

2. Cash advances for personal travel expenses may be made to employees based upon the estimated cost approved on the Travel Request.

2.1 Advances will not be made for less than $25.00

2.2 Lodging cost for the additional nights required may be advanced in full.

2.3 All other estimated costs may be advances at the rate of 80%.

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APPENDIX C

COLLEGE CALENDAR

CALENDAR - COLLEGE YEAR 1987-88

Month	State School Holidays	Holidays Declared by Board of Trustees	Days Taught	Total Holidays
Aug. 31 - Sep. 30	Sep. 7 - Labor Day		22	1
Oct. 1 - Oct. 31			22	0
Nov. 1 - Nov. 30	Nov. 13 - Veterans Day Nov. 26 - Thanksgiving Day	Nov. 27	18	3
Dec. 1 - Dec. 31	Dec. 25 - Christmas Day	Dec. 21, 22, 23, 24, 28, 29, 30, 31	14	9
Jan. 1 - Jan. 31	Jan. 1 - New Year's Day Jan. 18 - Martin Luther King Day	Jan. 22, 25, 26, 27 28, 29, 30	13	9
Feb. 1 - Feb. 29	Feb. 12 - Lincoln Day Feb. 15 - Washington Day		19	2
Mar. 1 - Mar. 31		Mar. 28, 29, 30, 31	19	4
Apr. 1 - Apr. 30		Apr. 1	20	1
May 1 - May 31	May 30 - Memorial Day		21	1
June 1 - June 10			8	0
		TOTAL DAYS	176	30

1988 Summer Session - June 20 to July 29, inclusive (M-Th)
Total Days in Summer Session - 24

First Semester: Aug.31 - Jan. 21 - 89 days
Second Semester: Feb. 1 - June 10 - 87 days

Opening of Year: Monday, August 31, 1987
Closing of Year: Friday, June 10, 1988
Commencement: Saturday, June 11, 1988

All certificated personnel are to be on duty August 28, 1987 and January 22, 1988. These days may be used for opening faculty meeting, inservice training sessions and class preparation. All certificated personnel will attend commencement on Saturday, June 11, 1988. Division Chairpersons and Directors are to be on duty Monday, August 25, 1987 and until Friday, June 17, 1988. New instructors will be on duty for Orientation Days, August 26 and 27, 1987.

Offices Closed: All State school holidays, November 27, and December 19 through January 3. If a college day is cancelled for any reason in the fall semester, Saturday, January 9, 1988 will become a college day. If a college day is cancelled due to any cause in the spring semester, Saturday, May 28, 1987 will become a college day and the schedule for the lost day would be followed.

Approved by Board of Trustees
February 17, 1987

APPENDIX D

EXTRA DUTY COMPENSATION

1. Additional Salary Compensation.

   a. Agriculture and Natural Resources instructors, Summer Duty. The per diem of .326% of the annual contract per day.

   b. Assistant Football Coaches (2) - 5% of their annual contract.

   c. Head Basketball Coach - 10% of total contract.

   d. Head Football Coach - 10% of total contract.

   e. Drama instructors and music instructors will be paid for four hours a day five (5) days a week when productions are rehearsed and staged during the summer.

2. Units of Released Time

   a. Academic Senate - Fully compensated released time of ten (10) units taken from annual contract.

   b. Instrumental Music - Fully compensated released time of two (2) units per year for the purpose of inspection and maintenance of instrumental music instruments.

APPENDIX E

TEACHER UNITS

1. Teacher units will be awarded for each course offered by the college in accordance with the list now on file in the Office of the Vice President, Instruction. Any changes in said list must be agreed to by the District and Association.

2. Some instructors in the Technical Arts Division will be assigned between 18 and 25 hours (maximum). In no event will an instructor be assigned more than four (4) preparations (exclusive of sequential courses usually grouped together). Any such assignment will be determined on the basis of teacher units.

3. Instructor units for forum classes will be awarded on the following basis:

a.	Lecture	2 x scheduled class meetings
b.	Lecture-Seminar	1 x number of seminars scheduled plus 2 x lecture hours

APPENDIX F

EVALUATION

Certificated Employees Evaluation: Instructor

DEFINITIONS:

OUTSTANDING - Excellent; consistently superior performance. (comments recommended)

EXCEEDS MOST STANDARDS - Performance usually above expected level.

SATISFACTORY - Performance complies with what is expected according to the Education Code and contract agreements.

NEEDS SOME IMPROVEMENT - Performance is below what is expected according to the Education Code and contract agreements. (specific comments required)

UNSATISFACTORY - Performance is unsatisfactory and fails to meet what is expected according to the Education Code and contract agreements. (specific comments required)

EVALUATION CRITERIA: INSTRUCTOR

The following are criteria that a division chairperson should discuss with the certificated staff member in a pre-evaluation conference to determine applicability. All items are not relevant to every instructor or appropriate to all subject areas. Specific items may be added to or deleted from the list by mutual agreement of the evaluator and the person being evaluated.

1. Instructional competence, such as:

   a. teaching method(s)
   b. classroom delivery
   c. provision for students' learning differences
   d. instructional aid(s)
   e. encouragement of questions and comments from students
   f. encouragement of independent and divergent thinking
   g. control of classroom environment

2. Subject matter competence:

   a. updates course materials
   b. updates knowledge of subject matter, such as:
      (1) courses, workshops, visitations
      (2) professional and technical literature
      (3) field work, research, job experience

3. Methods of student evaluation:

   a. examination practices, such as:
      (1) updated exams
      (2) varied types of questions
      (3) guidance of students' preparation for exams
      (4) test congruency with teaching methods and subject matter
      (5) use of exams as teaching tool
      (6) prompt return of exams

   b. alternate methods of evaluation, such as:
      (1) manipulative skills, performance tests
      (2) oral exams
      (3) term papers, projects, etc.

4. Responsibility:

   a. class preparation

   b. punctuality
      (1) classes
      (2) meetings
      (3) office hours

   c. office hours
      (1) maintains
      (2) encourages student access

   d. management of facilities, such as:
      (1) locking doors
      (2) turning out lights
      (3) cleanliness and orderliness

   e. supervision of classroom and/or laboratory

   f. attends scheduled meetings

   g. classroom equipment
      (1) supervision
      (2) working order
      (3) storage

   h. films and supplies
      (1) ordered in advance
      (2) returned on time

5. Required forms as stated in contract:

   a. on time
   b. complete and accurate
   c. clearly stated and realistic information

6. Relationship with students:

   a. courteousness
   b. rapport
   c. keeps appointments

7. Relationship with staff:

   a. courteousness
   b. cooperation

8. Enthusiasm:

   a. attitude
   b. try new ideas or equipment

9. Professional or community activities, such as:

   a. faculty organizations
   b. faculty committees
   c. professional organizations
   d. community activities
   e. advisor for student club or organization

CERTIFICATED EMPLOYEES EVALUATION REPORT - INSTRUCTOR

CONTRACT _____
REGULAR _____
HOURLY _____
OTHER _____

NAME _____

DIVISION _____

	Outstanding	Exceeds Most Standards	Satisfactory	Needs Some Improvement	Unsatisfactory	
1. Instructional Competence						Comments:
2. Subject Matter Competence						Comments:
3. Methods of Student Evaluation						Comments:
4. Responsibility						Comments:
5. Required Forms						Comments:
6. Relationship with Students				-		Comments
7. Relationship with Staff						Comments:
8. Enthusiasm						Comments:
9. Professional or Community Activities						Comments:

1. Pre-Conference Date _____ Time _____ Room _____

Comments:

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2. Formal Classroom Visitation Date_____ Time _____ Room_____

Comments:

3. Follow-Up Conference Date_____ Time _____ Room_____

Comments:

4. Suggestions or Recommendations:

5. Instructor's Comments:

6. Instructor Review:

I have reviewed this evaluation, but my signature does not necessarily indicate my agreement with the evaluation. I acknowledge the receipt of a copy at this time and understand I will receive a completed copy after sign off by the Vice President, Instruction, indicating review of the original prior to placement in my personnel file.

_____ _____
Date Instructor

_____ _____
Date Evaluator

7. Review by the Vice President, Instruction.

_____ _____ _____
Date Vice President, Instruction

cc: Original to File
Copy to Instructor

Date to File _____
Date to Instructor _____

OI:10/27/83

Certificated Employees Evaluation: Librarian

A. Definitions:

1. OUTSTANDING - Excellent; consistently superior formance. (comments recommended)

2. EXCEEDS MOST STANDARDS - Performance usually above expected level.

3. SATISFACTORY - Performance complies with what is expected according to the Education Code and contract agreements.

4. NEEDS SOME IMPROVEMENT - Performance is below what is expected according to the Education Code and contract agreements. (specific comments required).

5. UNSATISFACTORY - Performance is unsatisfactory and fails to meet what is expected according to the Education Code and contract agreements. (specific comments required)

B. Evaluation Criteria: Librarian

The following are criteria that a division chairperson should discuss with the certificated staff member in a pre-evaluation conference to determine applicability. All items are not relevant to every librarian or appropriate to all professional duties. Specific items may be added to or deleted from the list by mutual agreement of the evaluator and the person being evaluated.

1. Professional competence:

   a. updates knowledge of service skills, such as:

      (1) courses, workshops, visitations
      (2) professional and technical literature
      (3) field work, research, job experience

2. Reference competence, such as:

   a. conducting the reference interview
   b. teaching method(s)
   c. provision for students' learning differences
   d. reference tools
   e. encouragement of questions and comments from students and faculty
   f. encouragement of independent and divergent research
   g. control of library environment
   h. knowledge of subject matter

Certificated Employees Evaluation: Librarian (Cont'd)

3. Supervisory competence

   a. Accessibility.
   b. Communication.
   c. Judgment.
   d. Fairness.
   e. Maturity.
   f. Organization.
   g. Initiative.

4. Responsibility

   a. Preparation.
   b. Punctuality
      (1) Reference desk
      (2) Meetings
      (3) Reports and projects
   c. Management of facilities, such as:

      (1) Locking doors.
      (2) Turning out lights.
      (3) Cleanliness and orderliness.
   d. Attends scheduled meetings.
   e. Library equipment.
      (1) Supervision.
      (2) Working order.
      (3) Operation.
   f. Supplies.
      (1) Ordered in advance.
      (2) Used judiciously.

5. Required forms as stated in contract

   a. On time.
   b. Complete and accurate.
   c. Clearly stated and realistic information.

6. Relationship with students and faculty

   a. Courteousness.
   b. Rapport.
   c. Encourages use of services.

7. Relationship with library staff

   a. Courteous.
   b. Cooperation.

8. Enthusiasm

   a. Attitude.
   b. Try new ideas or equipment.

9. Professional or community activities, such as:

   a. Faculty organizations.
   b. Faculty committees.
   c. Professional organizations.
   d. Community activities.
   e. Advisor for student club or organization.

CERTIFICATED EMPLOYEES EVALUATION REPORT - LIBRARIAN

CONTRACT _____ REGULAR _____ HOURLY _____ OTHER _____	Outstanding	Exceeds Most Standards	Satisfactory	Needs Some Improvement	Unsatisfactory	NAME: _____ DIVISION: _____
1. Professional Competence						Comments:
2. Reference Competence						Comments:
3. Supervisory Competence						Comments:
4. Responsibility						Comments:
5. Required Forms			-			Comments:
6. Relationship with Students and faculty						Comments:
7. Relationship with Staff						Comments:
8. Enthusiasm						Comments:
9. Professional or Community Activities						Comments:

1. Pre-Conference Date_____ Time_____ Room_____

Comments:

2. Formal Classroom Visitation Date_____ Time_____ Room_____

Comments:

3. Follow-Up Conference Date_____ Time_____ Room_____

Comments:

4. Suggestions or Recommendations:

5. Instructor's Comments:

6. Instructor Review:

I have reviewed this evaluation, but my signature does not necessarily indicate my agreement with the evaluation. I acknowledge the receipt of a copy at this time and understand I will receive a completed copy after sign off by the Vice President, Instruction, indicating review of the original prior to placement in my personnel file.

_____ _____
Date Instructor

_____ _____
Date Evaluator

7. Review by the Vice President, Instruction

_____ _____
Date Vice President, Instruction

cc: Original to File
Copy to Instructor

Date to File_____
Date to Instructor _____

Certificated Employees Evaluation: Counselor

DEFINITIONS:

OUTSTANDING - Excellent; consistently superior performance.
(comments recommended)

EXCEEDS MOST STANDARDS - Performance usually above expected level.

SATISFACTORY - Performance complies with what is expected according to the Education Code and contract agreements.

NEEDS SOME IMPROVEMENT - Performance is below what is expected according to the Education Code and contract agreements.
(specific comments required)

UNSATISFACTORY - Performance is unsatisfactory and fails to meet what is expected according to the Education Code and contract agreements.
(specific comments required)

EVALUATION CRITERIA: COUNSELOR

The following are criteria that a division chairperson should discuss with the certificated staff member in a pre-evaluation conference to determine applicability. All items are not relevant to every instructor or appropriate to all subject areas. Specific items may be added to or deleted from the list by mutual agreement of the evaluator and the person being evaluated.

1. Instructional competence, such as: (Guidance 10)

   a. teaching method(s)
   b. classroom delivery
   c. provision for students' learning differences
   d. instructional aid(s)
   e. encouragement of questions and comments from students
   f. encouragement of independent and divergent thinking
   g. control of classroom environment

2. Subject matter competence: (Guidance 10)

   a. updates course materials
   b. updates knowledge of subject matter, such as:
      (1) courses, workshops, visitations
      (2) professional and technical literature
      (3) field work, research, job experience

3. Methods of student evaluation: (Guidance 10)

   a. examination practices, such as:
      (1) updated exams
      (2) varied types of questions
      (3) guidance of students' preparation for exams
      (4) test congruency with teaching methods and subject matter
      (5) use of exams as teaching tool
      (6) prompt return of exams

   b. alternate methods of evaluation, such as:

      (1) manipulative skills, performance tests
      (2) oral exams
      (3) term papers, projects, etc.

4. Responsibility: (Guidance 10)

   a. class preparation

   b. punctuality
      (1) classes
      (2) meetings
      (3) office hours

   c. office hours
      (1) maintains
      (2) encourages student access

   d. management of facilities, such as:
      (1) locking doors
      (2) turning out lights
      (3) cleanliness and orderliness

   e. supervision of classroom and/or laboratory

   f. attends scheduled meetings

   g. classroom equipment
      (1) supervision
      (2) working order
      (3) storage

   h. films and supplies
      (1) ordered in advance
      (2) returned on time

5. Required forms as stated in contract:

   a. on time
   b. complete and accurate
   c. clearly stated and realistic information

6. Relationship with students:

   a. courteousness
   b. rapport
   c. keeps appointments

7. Relationship with staff:

   a. courteousness
   b. cooperation

8. Enthusiasm: (Guidance 10)

   a. attitude
   b. try new ideas or equipment

9. Professional or community activities, such as:

   a. faculty organizations
   b. faculty committees
   c. professional organizations
   d. community activities
   e. advisor for student club or organization

10. Educational and vocational counseling:

   a. transferability of courses
   b. degree and major requirements
   c. transfer requirements for LD & UD
   d. admission procedures
   e. vocational information
   f. test information
   g. program planning
   h. specialization, i.e., of programs and requirements offered at Delta

11. Personal and social counseling:

   a. accepting
   b. casually accepting
   c. demanding
   d. protecting
   e. rejecting

12. Articulation

   a. SJDC divisions
   b. other schools
   c. other community agencies

CERTIFICATED EMPLOYEES EVALUATION REPORT - COUNSELOR

CONTRACT _____
REGULAR _____
HOURLY _____
OTHER _____

NAME _____

DIVISION _____

	Outstanding	Exceeds Most Standards	Satisfactory	Needs Some Improvement	Unsatisfactory	Comments:
1. Instructional Competence						
2. Subject Matter Competence						
3. Methods of Student Evaluation						
4. Responsibility						
5. Required Forms						
6. Relationship with Students						
7. Relationship with Staff						
8. Enthusiasm						
9. Professional or Community Activities						
10. Educational & Vocational Counseling						
11. Personal & Social Counseling						
12. Articulation						

1. Pre-Conference Date _____ Time _____ Room _____

Comments:

2. Formal Classroom Visitation Date _____ Time _____ Room _____

Comments:

3. Follow-Up Conference

Comments:

4. Suggestions or Recommendations:

5. Instructor's Comments:

6. Instructor Review:

I have reviewed this evaluation, but my signature does not necessarily indicate my agreement with the evaluation. I acknowledge the receipt of a copy at this time and understand I will receive a completed copy after sign off by the Vice President, Instruction, indicating review of the original prior to placement in my personnel file.

_____ _____
Date Instructor

_____ _____
Date Evaluator

7. Review by the Dean of Student Services

_____ _____
Date Dean of Student Services

8. Review by the Vice President, Instruction

_____ _____
Date Vice President, Instruction

cc: Original to File Date to File _____
Copy to Instructor Date to Instructor _____

9/20/83

APPENDIX G

GRIEVANCE AND AFFIRMATIVE ACTION APPEAL FORMS

SAN JOAQUIN DELTA COLLEGE GRIEVANCE FORM

NAME_____ LOCATION_____

Brief Statement of Grievance
(Written statement must be filed within 20 days from the date of occurence.)

(1) Date of Event Creating Dispute
_____

Relief Sought:

Step I - Informal Meeting
If settlement is not reached informally with immediate supervisor, grievant should proceed to Step II.

Step II

Received by:_____
Immediate Supervisor

(1) Date Received:_____
Must be within 20 calendar days of occurrence.

(2) Date of Meeting:_____

Findings:

(3) Date Completed:_____
Written decision must be within 10 calendar days of (1)

Step III

Received by: _____
Vice President

(4) Date Received:_____
Must be within 10 calendar days of (3)

(5) Date of Meeting:_____
Must be within 10 calendar days of (4)

Findings:

(6) Date Completed:_____
Written decision must be within 10 calendar days of (5)

Step IV

Received by:_____
President

(7) Date Received:_____
Must be within 30 calendar days of (6)

Hearing Officer selected

(8) Date selected:_____
Must be within 5 calendar days of (7)

Hearing:

(9) Date of Hearing:_____
Must be within 10 days from agreement on Hearing Officer (8)

Hearing Officer Decision Received:

_____
President

(10) Date Received:_____
Must be within 10 days of hearing

President's Decision Completed

(11) Date Filed:_____
Must be within 10 calendar days of (10)

Optional Step IV
Received by:_____
President

(12) Date Received:_____
Must be within 30 calendar days of (6)

Board Hearing:

(13) Date of Hearing:_____

Board Decision:

(14) Date of Decision:_____

SAN JOAQUIN DELTA COLLEGE
AFFIRMATIVE ACTION APPEAL FORM

PROCEDURE 1402
MGMT

PROCEDURES

STEP I: INFORMAL RESOLUTION (Must be conducted within 30 days of notification of the alleged discriminatory action.)

STEP II: (Appeal must be submitted to the Director of Affirmative Action within 120 days from the date of the alleged unlawful discrimination. The Director of Affirmative Action will notify RESPONSIBLE MANAGER.)

(1) Date received by Director of Affirmative Action: _____
(2) Date of conference with involved parties: _____
(3) Date decision rendered: _____ (must be within 20 working days of #1)

DECISION: (attach supplemental sheet(s) if necessary)

STEP III: (Appeal must be submitted to Director of Affirmative Action within two (2) working days of receipt of written decision at Step II.)

(1) Date received: _____
(2) Date of conference with Hearing Officer _____ (must be within 10 working days of #1)
(3) Date decision forwarded to complainant and Director of Affirmative Action _____ (must be within 5 working days of #2)

DECISION: (attach supplemental sheet(s) if necessary)

STEP IV: (Request for a review by the BOARD OF TRUSTEES must be submitted to the Superintendent/President within two (2) working days of the Hearing Officers' written decision.

(1) Date received: _____
(2) Date of review: _____
*(3) Date decision forwarded to complainant and designated Compliance Officer, Director of Affirmative Action: _____

DECISION: (attach supplemental sheet(s) if necessary)

*Final decision will be communicated to the complainant on the prescribed form provided by the Chancellor's Office. Upon receipt of the Board's final decision, if the complainant is not satisfied with the resolution, the complainant may submit written objections to the Chancellor of the California Community Colleges. Such objections must be submitted within 30 calendar days.

Retyped 9-25-87

SAN JOAQUIN DELTA COMMUNITY COLLEGE
ALLEGED DISCRIMINATION COMPLAINT
(To be completed beginning of Step II only)

PLEASE PRINT

NAME _____
ADDRESS _____ *DATE _____
WORK LOCATION _____ HOME PHONE _____
EXTENSION _____

I WISH TO COMPLAIN AGAINST: (Name of person(s), program(s) or activity(s)

_____

*DATE OF ALLEGED DISCRIMINATION: _____

Specify how you were discriminated against by stating the problem as you see it by describing the incident, the participants, and the background of the incident. Be sure to note relevant dates, times, and places.

_____

PROPOSED SOLUTION: Indicate what you think you can and should be done to solve the problem. Be as specific as possible. _____

_____

I certify that this information is correct to the best of my knowledge.

_____
Signature of complainant

*Charge must be filed within 120 days of the alleged unlawful discrimination action.

INSTRUCTIONS: Original copy to Director of Affirmative Action, the District Compliance Officer; one copy to immediate supervisor and responsible manager; one copy to complainant; one copy to Chancellor's Office, California Community Colleges, 1107 Ninth St., Sacramento, California 95814.

Retyped 9-25-87

APPENDIX H

LIST OF REQUIRED FORMS

APPENDIX H

LIST OF REQUIRED FORMS

Absence Reports (Certificated)

Add/Drop Forms

Census Report

Census Report Audit Roster

Change of Grade Form

Contract

Course Approval Form

Course Information Sheet

Course Outline

Credit by Examination Form

Enrollment Report

Ethnic Identification

Evening Application

Evening Assignment Sheet

Evening Payroll Form

Faculty Directory Information

Field Trip Request

Grades in Progress Form

Grade Report

IMC Request Forms

Instructor's Apprentice Report

Instructor Load Report - Hourly

Instructor Load Report - Contract

Instructor's Test Score Sheet (Apprenticeship)

Mileage Claim

Office Schedule Card

Petition for Grade Form

Positive Attendance Roster

Reader Budget Request

Salary Reclassification Form

Speakers' Bureau

Substitution During Office Hours

Summer Application

Summer Location Form

Textbook Approval

Textbook Order Form

Topic Approval Form

Travel Claim

Travel Request

Verification of Chest X-Ray

Verification of Enrollment

Verification of Sick Leave Record

A copy of the actual forms will be provided to the Association, and no changes will be made in these forms unless agreed to by the Association.

APPENDIX I

HEALTH CARE COSTS COMPUTATION

APPENDIX I

COMPUTATION FORMULA FOR DETERMINING EMPLOYEE'S PORTION OF ACTIVE HEALTH CARE COSTS

1. Actual expenditures for a year will be determined by adding together the amounts reported for EDP line numbers 1,000, 2,000, 3,000, 4,000 and 5,000 from the California Community Colleges Annual Financial Budget Report (CCFS-311) for the General Fund Actual Total Expenditures.

2. The Health Care Expenditure for active employees will be determined by summing the total of premiums paid for insurance coverage provided in accordance with Article X, section 1a, for the applicable fiscal year less the amount identified as the premium cost calculated as being applicable to Retirees and Deceased Dependents.

3. The individual payroll deduction for an employees health care cost will computed by August 31 of each year as follows:

    a. Multiply the actual expenditures determined in number 1 by 6%

    b. Subtract the result of 3a. from the amount determined in 2.

    c. Apply any accumulated credit from previous years to the amount determined in 3b.

        1. If the result is negative, it will be determined as a credit to be used in subsequent years.

        2. If the result is positive, the amount will be divided by the average number of active employee(s) for whom premiums were paid in number 2. The resulting amount will be deducted from employee paychecks in equal installments over the following year.

APPENDIX J

COBRA REGULATIONS

CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985

COBRA

The parties to this contract intend that the following provisions are to comply with the regulations set forth in Title XXII of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

A. Employees covered by the health plan benefits as defined in Section D, may choose to continue health plan coverage for eighteen months for themselves, their spouse or dependents under the following circumstances:

1) When the employee is terminated for reasons other than gross misconduct:
2) When the employee's hours are reduced which results in a loss of health plan benefits.

B. The spouse of an employee covered by the Health Plan may choose to continue health plan coverage for a period of thirty-six months if he or she loses health plan coverage for any of the following reasons:

1) the death of the employee;
2) Divorce or legal separation from the employee;
3) The employee becomes eligible for Medicare.

C. The dependent child of an employee covered by the Health Plan may choose to continue health plan coverage for a period of

thirty-six months, if he or she loses health plan coverage for any of the following reasons:

1) Death of the parent;
2) Parents' divorce or legal separation;
3) Parent becomes eligible for Medicare;
4) The dependent ceases to be a "dependent child" under the current health plan.

D. Health Plan coverage is defined as those benefits offered employees in Article X (Health, dental and vision, benefits only. Life insurance, Tax Sheltered Annuities and Long Term Disability are not considered health benefits requiring continued coverage under COBRA.)

E. The employee, spouse or dependent has 60 days from the date he or she would lose coverage to inform Norman C. Harris, Insurance Associates, that he or she desires continued health plan benefit coverage. If the employee, spouse or dependent fails to notify Norman C. Harris, Insurance Associates within 60 days, all group health insurance coverage will cease.

F. If the employee, spouse or dependent chooses continuation health plan benefits, the employee, spouse or dependent shall be responsible for payment of the applicable premium, plus an additional charge of (2%) two percent the applicable premium amount.

G. Continuation of health plan coverage shall be revoked under any of the following circumstances:

1) The District no longer provides group health coverage to any of its employees;
2) The employee, spouse or dependent does not timely pay the premium;
3) The employee, spouse or dependent becomes covered under another group health plan;
4) The employee, spouse or dependent becomes eligible for Medicare;
5) A spouse divorced from a covered employee subsequently remarries and is covered under the new spouse's group health plan.

H. Any modification of health plan benefits for bargaining unit members shall be applicable to any continued health plan coverage.

I. All other applicable provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), Title XXII, as they may be amended from time to time shall be adhered to by both the district and employees, and their spouses and dependents. The District may take such action to modify such practices as may be necessary to ensure conformity with the provisions of and the regulations adopted pursuant to Title XXII of COBRA.

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